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## The Solicitors' Journal.

LONDON, MAY 12, 1877.

### CURRENT TOPICS.

WE UNDERSTAND that the Judicature Acts (Legal Offices) Commission expect to be able to present their report on all the matters referred to them some time before the ensuing long vacation.

WE LEARN with great pleasure that Lord Justice Mellish has so far recovered from his recent severe illness that, though still weak, he has been able to leave his house. It is confidently hoped that at the beginning of the Trinity Sittings the learned judge will be able to resume his attendance in the Court of Appeal.

"A SERJEANTS'-INN VETERAN," who wrote to the *Times* a few days ago, has revealed a precedent and also a reason for the recent act of the judges and their brethren, the serjeants, in selling their former home. It appears that, until the Act for the Abolition of Fines and Recoveries came into operation, there stood at the entrance to the Court of Common Pleas an ancient wooden box, in which there sat a serjeant's clerk to take fees and assist in passing fines and recoveries. When the Act came into operation the serjeants' clerks for the time being, treating the box as their own, gave it to the writer of the letter. This interesting relic, after having "shared the fate of lumber for some forty years," has now, at the request of the writer's son, "holding rank in the law," been brought from obscurity; and the learned "Veteran" in whose possession it is, is justly apprehensive, now that so much has been said about the title of the judges and serjeants to their Inn, whether his own title to the box is unimpeachable. Now, it is unnecessary to point out the close resemblance which the act of the serjeants' clerks in disposing of the ancient dwelling-place of their fraternity bears to the act of the serjeants in disposing of their Inn; and may it not be that the bringing forth from obscurity of the venerable relic may have recalled to the recollection of the serjeants the circumstances under which it came into the possession of the "Veteran," and tempted them to the perpetration of a similar act? If so a serious responsibility manifestly attaches to the "Veteran." The motive which may have rendered the members of Serjeants'-Inn so ready to follow this precedent is also revealed by the "Veteran" when he says, speaking of the dinners of the serjeants in 1816, that "Mr. Platt, the father of the late judge, stood behind Lord Ellenborough's chair in the dining-hall, and after placing the first dish upon the cross-table, sat down at one of the long tables and partook of his master's dinner, the clerks of the other judges and serjeants doing the same." If this was the general practice, we are no longer surprised at the want of attachment displayed by the judges and serjeants to the Hall where their dinners were eaten by their clerks.

THE OWNER of an "ancient and exclusive" ferry cannot recover compensation, either at common law or under the Lands Clauses or the Railways Clauses Consolidation Acts, in respect of loss of traffic caused by the construction of a bridge. Such is the effect of *Hopkins v. Great Northern Railway Company* (L. R. 2 C. P. D. 224), recently decided by the Court of Appeal, and as this case expressly overrules the former one of *Reg. v. Cambrian Railway Company* (L. R. 6 Q. B. 422), it is worth while to examine it rather closely. The facts were simply that the plaintiff's ferry was the only public means of communication within six miles between the two banks of the River Nene, until the defendants, under the authority of a special Act, built a bridge and footway across the river about half a mile from the ferry. Foot passengers crossed by the footway, while trains carried other traffic over the bridge, the nearest station being about two miles and a half distant. As might have been expected, the traffic of the ferry fell off, and "ultimately the ferry was given up." An arbitrator having awarded the plaintiff £300, the Queen's Bench Division gave judgment for the plaintiff, without argument, on the authority of *Reg. v. Cambrian Railway Company*. The Court of Appeal has unanimously reversed this judgment, and that for two reasons. First, the court decides (what had slipped the notice of the court below) that no action lies for disturbance of a ferry except by boats. For this position is cited *Payne v. Partridge* (1 Salk. 12), where it was held that the owner of a ferry cannot himself build a bridge in substitution for the ferry, "which seems a clear decision that he has not a grant of every mode of carrying goods and passengers across; for if he had, he would surely be entitled, if not bound, to provide the best means of crossing." On reference to this case, we cannot but think that it is rather a slight authority to hang so important a decision upon. The point was decided on demurrer, and judgment was in fact given for the defendant, who was owner of the ferry, and was sued for letting it fall into decay and refusing to carry the plaintiff over. "And upon demurrer," it is said, "the court held the owner could not let down the ferry and put up a bridge without a licence and an *ad quod damnum*." The argument of the court that no precedent can be found of an action for disturbance of a ferry except by boats has more substance in it; for of the many thousand bridges in the country, few could have been built without ruining some ancient ferryman. On the second point, whether the case was governed by *Brand v. Hammersmith Railway Company* (L. R. 4 H. L. 171), it did not become necessary for the court to give an opinion, but as it was on this point that the judgment of the court below proceeded, this point also will be found discussed. Now the court below (Cockburn, C.J., and Blackburn and Quain, JJ.) had distinguished that case (which establishes that compensation is recoverable only in respect of damage caused by the construction of the railway and not by its working) on the grounds (1) that the Land Clauses Act by its 3rd section expressly gives compensation for a "franchise," and (2) that in the ferry cases there is an intention to do damage to the claimant, which was not to be found in *Brand's case*. We agree with the court in failing to see any distinction whatever on either ground. Of course if there were obstruction of the approach to a ferry, compensation would be recoverable, but that would be because the damage would be done by the construction of the railway, and on this ground *Re Cooling* (19 L. J. Q. B. 25) seems to be still good law. But there is no reason why, under the cover of an interpretation clause, the owner of a franchise should have a larger right to compensation than other people, and it seems obvious that it is from the working of the railway that the damage to the ferry proceeded. As was said by Lord Chelmsford in *Rickett's case* (L. R. 2 H. L. 198):—"The very existence of a railway must cause loss to many persons in its neighbourhood. Every

inn or posting house at which posting horses were kept suffered grievous loss by the establishment of a railway in its neighbourhood; in fact, the business of such a house was often utterly destroyed. But it was never contended that this was an injury to the house under the 6th section [of the Railways Clauses Act] for which compensation could be demanded."

IT IS A LITTLE SURPRISING that Sir E. Wilmot, and people who think with him with reference to the County Court Extension Bill, should overlook the grievous hardship which would be inflicted on defendants by the adoption of their proposals. Nothing can seem so innocent and harmless as a proposal to give plaintiffs the option to sue in county courts for any amount. If the plaintiff likes to go there, it is said, why should he not go there? The defendant can have the case removed if he wishes. It is only on looking into the Bill that the cloven hoof is to be seen, in the shape of a provision that the defendant at whose instance the removal is effected shall give security for costs. Why should this penalty be imposed on the choice by the defendant of the higher tribunal? The supporters of the Bill base their advocacy of it on the desire of the people to avail themselves of the cheap tribunals at their doors; yet they practically admit that a penalty on transfer to the superior courts is necessary to keep defendants in the county courts. If it is alleged that desire to delay matters may induce defendants to apply for a transfer, the answer is that, in actions in which there is really no defence, the process of the superior courts is as summary and rapid as can be desired; if there is a real defence, the defendant is justified in desiring to have it fully discussed before the higher tribunal.

#### IMPLIED CONDITION ON LETTING FURNISHED HOUSE.

As every dog has his day, so, it seems, have some decisions. The case of *Smith v. Marrable*, after being doubted by judges and spurned by text writers, has now at last had its day. The doctrine of that case has been judicially pronounced to be, "not only good sense, but good law"; and its praises have even been sung by the daily journals. How has this state of things come about? The question is worth consideration, if only as a characteristic illustration of what not unfrequently happens under our system of judicial legislation.

The history of the matter is shortly this—In 1829, Tindal, C.J., at nisi prius, in *Salisbury v. Marshall* (4 C. & P. 65), held that, under an agreement whereby a person agreed to become tenant "by occupying" an unfurnished house, it would be an answer to a claim for rent if he showed that the house was not in such a reasonable and decent state of repair as to be fit for complete occupation. When the matter was mooted before the Court of Common Pleas, on a motion to set aside the verdict in favour of the defendant, the court "expressed no opinion contrary to the ruling of the Lord Chief Justice at the trial"; but the case was compromised, and no formal decision given. In 1831, Bayley, B., also at nisi prius, held (*Collins v. Barrow*, 1 M. & R. 112) that the tenant of an unfurnished house which was unfit for occupation for want of sufficient drainage, whereby it became unwholesome, noisome, and offensive, was justified in quitting without notice. A few years afterwards there occurred the case of *Smith v. Marrable*. A tenant had entered under an agreement for a five or six weeks' tenancy of a furnished house at Brighton, but shortly after his entry, finding that the house was infested with bugs, he left after one week's occupation. An action was brought to recover five weeks' rent, and the jury found for the defendant. The Court of Exchequer refused a rule for a new trial. Lord Abinger, C.B., put

the matter on the footing which has now, at last, been held to be the proper one—that a man who takes a ready furnished house does so under the implied condition that the house is fit for habitation. But Parke, B., with a boldness very unlike his usual course of decision, went so far as to say that the case involved the question whether in point of law a person who lets a house [i.e., whether furnished or unfurnished] must be taken to let it under an implied condition that it is in a state fit for decent and comfortable habitation, "and whether he is at liberty to throw it up when he makes the discovery that it is not so," and he held that the law was so.

The case, of course, really involved no such question, and to hold that it did, and to decide it as Parke, B., decided it, was to fly in the face of certain well-established principles with reference to the irresponsibility of persons letting real property. Parke, B., soon found out this serious and alarming fact; and in *Sutton v. Temple* (12 M. & W. at p. 65) he qualified his previous decision, and placed it on the ground Lord Abinger had chosen from the first. "As to the case of *Smith v. Marrable*," he said, "it is sufficiently distinguished from the present, on the ground on which the Lord Chief Baron has put it; that there the contract was of a mixed nature, being a bargain for a house and furniture, which was necessarily to be such as was fit for the purpose for which it was to be used. It resembles the case of a ready furnished room in an hotel, which is hired on the understanding that it shall be reasonably fit for immediate habitation." And in the case of *Hart v. Windsor* (12 M. & W. 68) the same learned judge repeated the explanation. *Smith v. Marrable* was, he said, "the case of a demise of a ready furnished house for a temporary residence at a watering place. It was not a lease of real estate merely." But he also distinctly stated that in his opinion the cases of *Edwards v. Etherington* (Ry. & M. 268), *Collins v. Barrow*, and *Salisbury v. Marshall* could not be supported, and were not law.

It is difficult to understand how it can have been so; but so it has been, that both judges and most text writers seem ever since to have been under the impression that *Smith v. Marrable* was overruled. Even so learned and accurate a judge as Erle, J., is reported to have said at nisi prius in *Heard v. Camplin* (15 L. T. 437) that "the famous case as to bugs (*Smith v. Marrable*) has been overruled," and it is impossible to say how many tenants of furnished houses have since been advised that they must pay their rent although their houses are utterly unfit for habitation. This can now no longer be the case; for in *Wilson v. Hatton* (reported in last week's WEEKLY REPORTER, p. 537) the Exchequer Division have finally affirmed the decision in *Smith v. Marrable*; and we hope it may now, at least, be taken to be settled that on leases of furnished houses there is an implied condition that they are reasonably fit for habitation.

There can be no question that the rule thus established is, as all legal rules of this kind ought to be, in accordance with the intention of the contracting parties; but a rather difficult question arises when we come to consider on what ground we are to rest this exception from the rule of *caveat lessee* which prevails as to leases of real property in general. The distinction attempted by Parke, B., in *Sutton v. Temple* that, in the case of a furnished house, "the bargain is not so much for the house as the furniture," is, with every respect for that eminent judge, absurd; the bargain is for a habitation, and the house without the furniture would be surely much more like that than the furniture without the house. The real ground on which, as it appears to us, the distinction should be rested is that the tenant when he takes a house has not the means of ascertaining the hidden defects which may reveal themselves upon occupation. He may employ a surveyor to look at the drains; but

the surveyor cannot, before the house is let, pull up the floors, take down the water-closets, investigate the soil pipes, and grub about the foundations of the house to see if there are any old cesspools or imperfect drains. The intending tenant may employ persons skilled in the art of dealing with those direful insects which destroy family peace; but if the report of all experts be correct, the retiring habits of these creatures would baffle any such investigation. The principle we suggest would, of course, lead to the extension of the doctrine of *Smith v. Marrable* to all leases of houses; and we maintain that it ought to be so extended. There is something which is beyond all considerations of legal precedent or consistency, and that is the public health. Nothing would tend so much to promote wholesome houses as the knowledge by the landlords that if the drains are offensive the tenant may quit. Learned gentlemen who busy themselves with preparing and trying to pass measures to relieve tenants from the consequences of their breaches of covenants might, in our humble opinion, find better occupation in framing and passing a short measure to extend the doctrine of *Smith v. Marrable* to all leases of houses.

## Recent Decisions.

### RIGHT OF WAY.

(*Newcomen v. Coulson*, C. A., 25 W. R. 469.)

One of the most difficult questions relating to rights of way arises upon the partition of the tenement in respect of which the right is enjoyed. To allow a right of way to the owner of each portion of the severed estate is to increase the burden on the servient tenement, and to increase it by the act of the owner of the dominant tenement, which does not seem altogether reasonable. It seems absurd to say that the right is extinguished by the severance of the dominant tenement; why should the servient tenement be freed? Yet to attempt to confine the right to a single owner lands us in great difficulty. How is it to be decided which portion of the severed estate shall enjoy the right of way? In *Bower v. Hill* (3 Bing. N. C. 339) the court held that a right of way belonging to an inn and yard could only be claimed by a person who was the occupier of both inn and yard; and they intimated a strong opinion that the result of construing the grant as being divisible upon the division of the dominant tenement would be very unreasonable; the grantor might have been willing to grant a right of way to a single person or a limited number of persons, but might be entirely averse from granting the degree of user which would follow if the grant were not so limited. The decision in the present case shows a different bias of judicial opinion. There was, it is true, an express grant of the right of way to the "owner or owners" of the land which was subsequently severed. But the Master of the Rolls laid down the general principle that where the grant of a right of way is in respect of the lands and not of the person, it is severed when the lands are severed. And Lord Justice James expressly stated that the rights which the Master of the Rolls had declared to belong to the defendant belonged to him as the owner of an easement—as the owner of the dominant tenement—as against the owner of the servient tenement. It would seem, therefore, that this knotty point has at last been determined by the Court of Appeal. It must not be forgotten, however, that under the rule established by *Wimbledon and Putney Commons Conservators v. Dixon* (24 W. R. 466) the extended right of way must be strictly in respect of the purpose, whatever that purpose may be, for which the way was originally granted. If nothing appears to the contrary, the right of way can only be used according to the ordinary and reasonable use to which the dominant tenement might be applied at the time of the real or supposed grant.

Another point in the case was as to the right of the grantee of a way, not only to repair it—which is undoubted—but to enter on the servient tenement for the purpose of making a metalled road. The court held that the grantee had this right. The right of the grantee of a right of way to enter upon the land of the grantor over which the right of way extends for the purpose of making the grant effective, includes, the Master of the Rolls said, not only the right of repairing, but the right of making a road. The qualification should be observed. The right to make a metalled road must, of course, be limited to cases where a metalled road is necessary to enable the right of way to be conveniently enjoyed.

## Reviews.

### THE CALIFORNIA CODE ANNOTATED.

PRACTICE, PLEADING, AND EVIDENCE IN THE COURTS OF THE STATE OF CALIFORNIA IN GENERAL CIVIL SUITS AND PROCEEDINGS: BEING THE CODE OF CIVIL PROCEDURE OF CALIFORNIA, &c.; WITH FULL CROSS REFERENCES AND ANNOTATIONS FROM THE REPORTS OF THE VARIOUS COURTS IN THE UNITED STATES. By E. F. BUTTEMER HARSTON, of the San Francisco bar. San Francisco: A. L. Bancroft & Co.

This book strikes us as rather a phenomenon. A well-known London solicitor went over to California two or three years ago and commenced to practise at the San Francisco bar. Finding the lack of some complete and recent digest of the code and cases, he set to work to frame one, and here, in this large and handsome volume, we have the result of his labours. It is creditable to the good feeling of American lawyers that the work of the enterprising Britisher seems to have been received with a chorus of approval. For ourselves we can say that the notes are clearly expressed, and in general terser than most English head-notes; the matter in them is well arranged; there are very few instances of those long strings of cases, prefaced by "See," which indicate that a legal author finds it more convenient to cite the names than to explain the purport of cases; and the whole work, in fact, bears the marks of care and industry.

But the point of main interest to us is the fact that a code of civil procedure which had been in operation in California rather less than four years, required for its proper understanding a large volume of 663 pages, probably half the matter in which consists of notes of decisions. This fact seems to throw a gloom over the fascinating pictures which have sometimes been drawn of the British labourer seated on a summer evening in his cottage examining his code with a view to ascertain his rights. Great as would be the gain attending the adoption of a properly prepared code, it must never be forgotten that commentators will be constantly required; and if, after our code has been framed, some American gentleman will do this work for us as well as an Englishman appears to have done it for California, we shall be very grateful.

There are many things in the code itself which strike an English lawyer as peculiar. All the judges in California are elected, and are not required to be lawyers. The judge of the Supreme Court who has the shortest term to serve is the Chief Justice. In that court, the presence of at least three judges is necessary for the transaction of business, and three must concur in every judgment, or the case must be re-heard. We tremble to think of the result of such a provision in any of the superior courts here. Jurors in California must be "in the possession of their natural faculties, and not decrepit," "possessed of sufficient knowledge of the language," and must not have been convicted of any felony or misdemeanour involving moral turpitude. It rather seems from title 5, chap. 1, that only white male persons can



be attorneys and counsellors-at-law, which seems a little hard on the numerous yellow male persons in the State. But the provision that has filled us with the greatest astonishment—and, speaking in our non-public capacity, envy—is that of the Title relating to proceedings in probate courts, from which we gather that every estate of a deceased person is administered by the court, and that every executor and administrator is bound to obtain his discharge from the Probate Court. If the late Sir John Stuart had only known of this before he wrote his famous letter to the *Times* on the manifold blessings of administration of estates by the Court of Chancery, what force it would have added to his arguments!

#### "REGULATION OF VICE."

A COMPARATIVE SURVEY OF LAWS IN FORCE FOR THE PROHIBITION, REGULATION, AND LICENSING OF VICE IN ENGLAND AND OTHER COUNTRIES. By SHELDON AMOS, Barrister-at-Law, &c., &c. Stevens & Sons.

This book deals, and deals exhaustively, with all the laws of all countries respecting that particular kind of vice which was first dealt with in England by the Contagious Diseases Prevention Act, 1864 (27 & 28 Vict. c. 85), and afterwards by the Contagious Diseases Acts of 1866, 1868, and 1869, which still continue in force. "The subject," says Mr. Amos in his preface, "has been hitherto almost, if not quite, exclusively monopolized by members of the medical profession," but "the time has now come when its legal, constitutional, and moral aspects must be keenly scrutinized and exhaustively searched out by the members of all professions." He proceeds to tell us that "the huge edifice of State-licensed vice is already tottering to its fall," and that "in a few years what value attaches to his treatise may be only historical," and in a somewhat florid introduction pronounces that "complete medical success would be only purchasable at the price of national ruin."

The chief points made by Mr. Amos (who, as will have been already observed, writes as an advocate for repeal) are these:—First, in foreign countries it is almost entirely left to the discretion of the police to frame regulations; in England, the powers given to the police have been defined by Act of Parliament, so that the supporters and the opponents of State regulations meet upon an expressed code, "on the face of it," says Mr. Amos, "adverse to liberty and provocative of vice." "It is seen at a glance," continues he, "that the system depends for such success as it aspires after on the tacit concession to the police of indefinite and arbitrary powers not susceptible of assiduous check and control at the hands of courts of justice." Secondly, Mr. Amos proves, as it appears to us, to demonstration that, in order to the proper working of a repressive system, "licensed houses" must be established, and much statute law tending to the suppression of such houses must be amended.

As for the matter which the book contains, the reader will find, interspersed with a good deal of rhetoric, the text of the Acts at length, extracts from the evidence given before the Royal Commission, Mr. Bruce's Bill of 1872 at length, extracts from the opinions of Mr. Lecky, Mr. Acton, and M. de Pressensé, and finally, an appendix of nearly 300 pages, giving the text of laws and police regulations as they now exist in England, in British dependencies, in the chief towns of continental Europe, and in other parts of the world; a narrative of the passing of the English statutes, and an historical account of English laws and legislation on the subject from the earliest times to the present day. Who, wishing for any of this, could wish for more? It should be mentioned, however, that of the three branches which the subject, in its entirety, includes—viz., (1) the laws in force; (2) the possibility, from a medical point of view, of checking disease; and (3) the practical working of the laws in force—Mr. Amos professes to touch upon the first branch

only. The result of this is, of course, that a great deal more prominence is given to the moral than to the sanitary aspect of the question; and in order to arrive at a judgment on the matter discussed it would be necessary to read Mr. Amos's book in conjunction with some treatise by a medical advocate of the Contagious Diseases Acts.

#### CONVEYANCING.

GREENWOOD'S MANUAL OF THE PRACTICE OF CONVEYANCING, &c., &c. Fifth Edition. By HENRY NELSON CAPEL, Solicitor. Stevens & Sons.

This book has reached another edition within a year, and this is the best testimony that can be given to its utility. The editor has not, so far as we have observed, made any material alterations or additions—a course for which the considerable additions made to the last edition, and the short time that has elapsed since its issue, furnish, probably, sufficient excuse.

#### STOCK EXCHANGE MANUAL.

THE FINANCIAL REGISTER AND STOCK EXCHANGE MANUAL, FOR THE YEAR 1877. Fifth Annual Publication. Charles & Edward Layton.

This valuable manual contains, speaking roughly, a statement of the capital, dividends, and prices of the public funds, colonial and foreign debts, and of the various British and foreign joint stock companies, with the names of directors and the address of offices. It is not necessary to do more than state this to show the value of the book to investors.

The Solicitors' Benevolent Association has just received a further generous gift of £50 towards its charitable purposes from Mr. Serjeant Parry.

In the House of Commons on Wednesday evening a petition was presented by Mr. M. Lloyd, from the Incorporated Law Society of Liverpool, against the County Courts Jurisdiction Bill.

We may call the attention of our readers to the dinner of the United Law Clerks' Society, to be held on the 4th of June. Mr. Justice Hawkins will preside.

On Tuesday a meeting of the junior members of the common law bar and of the pleaders under the bar was held in the Lecture Hall of the Inner Temple to consider certain resolutions to be submitted to the judges respecting the conduct of business at the Judges' Chambers. The meeting was very largely attended. It is understood that the chief resolutions agreed to were to the effect that a list of matters should be exhibited at chambers; and that the masters should have larger powers granted to them, and should act for all the Divisions. A committee was appointed.

The Law and City Courts Committee of the Corporation of London, after their usual monthly meeting on Monday last, dined together at the Guildhall Tavern, under the presidency of the chairman, Mr. William James Scott. There were also present Mr. Alderman Figgins, Mr. Sheriff East, Mr. Deputy Shepherd, Mr. Thomas Beard, Mr. Spyer, and most of the other legal members of the Court of Common Council. The event of the evening was the presentation to the late chairman, Mr. Under-Sheriff Baxter, of a silver salver, which the chairman did in graceful and complimentary terms, and to which Mr. Baxter suitably responded. The salver weighs 64oz., was inclosed in a case constructed to display the gift, and bears the following inscription:—"Presented to Wynne E. Baxter, Esq., Under-Sheriff of London and Middlesex, in recognition of his services as Chairman of the Law and City Courts Committee of the Corporation of the City of London, 1877."



## DISTRICT REGISTRIES.

An important question as to proceedings in district registries came before Vice-Chancellor Hall on the 3rd and 8th of May in *McDonald v. Foster*, which was an administration action commenced in the Liverpool district registry. A decree in the usual form directing accounts and inquiries was made by Vice-Chancellor Hall on the 25th of February, 1876, but the accounts and inquiries were ordered to be taken and made by the district registrar at Liverpool, and it was thereby also ordered that the testator's real estate be sold with the approbation of the judge, and that the further consideration of the action, and the costs thereof, be adjourned until after the district registrar should have made his report. This report having been made, the questions arose (1) whether the sale of the real estate was to take place before or after further consideration; and (2) whether such sale was to be conducted in the Vice-Chancellor's chambers or in the district registry. *Bardswell* for the plaintiff, therefore moved, on the 3rd inst., that the sale might be conducted before the district registrar in Liverpool, and that all necessary directions might be given. He also asked what course ought to be adopted with regard to bringing the action on for further consideration. *North*, for the defendants, and *Onsald*, for parties attending under the decree, supported the motion. The plaintiff's solicitor filed an affidavit stating that the terms of the decree left it uncertain where the sale was to take place; that his London agents informed him that a sale in the Vice-Chancellor's chambers might, at the earliest, be carried through before the Long Vacation, but it was doubtful whether it could reasonably be expected to be made before the end of the year; that a sale before the district registrar could be carried through within two months of the order being taken into his office; that the delay of the sale till the autumn would be likely to have a prejudicial effect on the price, and that the deponent was well acquainted with the practice of the Chancery of the County Palatine of Lancaster and was competent to conduct a sale of real estate. The affidavit then went on to state that the purchase money could be paid into a branch of the Bank of England at Liverpool, into which moneys were paid in matters in the Chancery, Admiralty, and Exchequer Divisions of the High Court of Justice under the orders of her Majesty's Treasury, and gave the following extract from a circular issued by the Treasury to the district registrars under date the 1st of April:—"1876. Where the district registrar is also a registrar of a county court the moneys received by him in the former character should be paid into his ordinary official account, and where a district registrar is not a district registrar of a county court the moneys should be paid into an official account to be opened by him with some bank."

"Whenever new official accounts have to be opened they should be kept at a branch of the Bank of England, if such a branch is within convenient reach and is willing to receive the account."

"I am to add that their lordships will direct the treasurers of the county courts to audit the accounts of the district registrars from time to time."

The Vice-Chancellor reserved judgment, and on the 8th of May, he said he had made inquiries as to the state of business in his chambers, and ascertained that the town agent of the plaintiff's solicitor had been misinformed, and that the matter might be very speedily carried through in his chambers if the proper steps were taken. After observing on the delay that had taken place in answering the inquiries—the decree being made on the 25th of February, and the registrar's report filed on the 15th of December, 1876—his lordship said the course which might have been taken, and which would ordinarily be taken, was, while the certificate was being prepared and the evidence got up, to prepare the abstracts, and when they were all ready they were not unfrequently laid before conveyancing counsel, so that there might be no delay when once the certificate was issued and the sale was to take place. The sale might have been taking place in chambers at present if the proper course had been taken. Independently of that, it was suggested that the decree for sale was ambiguous. There was not any ambiguity about it. It was perfectly plain what it meant—it was to take place before the judge in

chambers, and with the direction of the judge in chambers, and not before the registrar.

Then it was said that there was no difficulty in reference to paying in the money, because there was a Treasury order which provides for an account being kept by the registrar. That Treasury order had no application whatever to any such case as the present; it had reference to fees and other things collected by the registrar, and which were to be placed to a particular account. The convenience of having the sale to take place in the ordinary way in judges' chambers was very great indeed, and would outweigh any advantage that could be obtained from the sale taking place in the country, especially in this particular case, where there had already been such delay as was wholly unaccountable.

That was the general practice, and unless there were special circumstances to alter it, he should not make any order for a sale to take place otherwise than in the ordinary course in chambers, where the judge is accessible from time to time in reference to settling the conditions of sale, and other points that arose in the course of the proceedings, which, if the sale were conducted in the country, would necessitate occasional and, probably, frequent applications to the judge in chambers in reference to the proceedings. All convenience seemed to be in favour of the present sale taking place in chambers, and if the previous proceedings were an example of the speed in district registries, he was satisfied that the sale would, in the present instance, be carried out more speedily in chambers than in the country.

Further consideration ought not to come on until the chief clerk had made his certificate of the result of the sale.

## Cases of the Week.

**APPEAL—SECURITY FOR COSTS—FAILURE TO GIVE SECURITY—ORD. 53, R. 15.**—In a case of *Henderson v. Henderson*, an order was made by the Court of Appeal, on the 7th of March last, that the appellant should give security for the costs of his appeal within seven days after service of the order upon him. On the 9th inst., *Seward Brice*, for the respondent, moved that the appeal might be dismissed, on the ground that the appellant had not yet given the security. The Court of Appeal (Jessel, M.R., and James and Baggallay, L.JJ.), dismissed the appeal, with costs, and ordered that the appellant should pay the costs of the motion.

**APPEAL—SECURITY FOR COSTS—CORPORATE BODY—ORD. 53, R. 15.**—On the same day, in a case of *Mackett v. The Herne Bay Commissioners*, the plaintiff asked that the defendants might be ordered to give security for the costs of an appeal which they had presented. It was stated that the evidence was very voluminous, and that the hearing before the Vice-Chancellor had occupied ten days, and it was asked that security might be given to the amount of £600. The reasons assigned for the application were that the defendants were a public body incorporated by a local Act of Parliament, that they had no property, and only very limited powers of rating, and that, though they had borrowing powers, those powers were practically exhausted. The court (Jessel, M.R., and James and Baggallay, L.JJ.) ordered that the defendants should pay £100 into court within a fortnight. The plaintiff objected to the length of the affidavits which the defendants had filed in support of their application, and the court ordered that the costs of the application should be reserved.

**WINDING-UP PETITION—COSTS OF CREDITORS APPEARING TO OPPOSE—POWER OF COURT OF APPEAL—ORD. 53, R. 5, 6.**—On the same day, in a case of *In re The New Gas Company*, a question arose as to the costs of creditors appearing to oppose a winding-up petition. The petition was presented by a shareholder, and it was opposed by the company and also by some of the shareholders and by some of the creditors. Bacon, V.C., dismissed the petition, but he declined to allow the opposing creditors any costs. The petitioner appealed, and served the company with notice of his appeal.

that did not serve the opposing creditors. The Court of Appeal affirmed the Vice-Chancellor's order dismissing the petition. The opposing creditors appeared by counsel and asked for their costs of the appeal and also of the original hearing. It was urged on their behalf that, according to the settled practice, one set of costs ought to have been allowed to creditors successfully opposing the petition, and that this rule applied equally to the costs of the appeal. And, moreover, that though the creditors had not appealed from the Vice-Chancellor's order, as indeed they could not, upon a mere question of costs, without special leave, still the Court of Appeal had power to make the order which the Vice-Chancellor ought to have made. Even under the old practice of the Court of Chancery, it was said that upon an appeal everything was open to the respondent. And by ord. 58, r. 5, the Court of Appeal had full power to make the order which the High Court ought to have made. On behalf of the petitioner it was contended that creditors ought not to have appeared at all upon a shareholder's petition, a question between the members of the company being one in which they could have no interest. The court (Jessel, M.R., and James and Baggallay, L.JJ.) held that the creditors had a right to appear, even though they were not served. They might have a much better chance of being paid if the company was not wound up. And, as Jessel, M.R., said, the statutory form of advertisement of a winding-up petition implies that creditors have a right to appear and be heard upon a petition presented by a contributory, as well as upon a petition presented by a creditor. But the court refused to allow the creditors any costs except those of the appeal. Jessel, M.R., said that under the old practice it was only when the Court of Appeal varied the order of the court of first instance that it went on, in the absence of a cross appeal, to make the complete order which ought to have been made originally. Nor could the court, under the new practice, open the whole order for the mere purpose of making a different order as to costs. On the latter point the decision is in accordance with that in *Harris v. Aaron*, (25 W. R. 353, L. R. 4 Ch. D. 749), noted *ante*, p. 360.

**TIME FOR APPEALING—BANKRUPTCY APPEAL—ORD. 58, RR. 2, 3, 9, 15; ORD. 57, R. 3—BANKRUPTCY RULES, 1870, RR. 143, 144.**—The question of the time within which a bankruptcy appeal must be brought was again raised before the Court of Appeal, on the 10th inst., in a case of *Ex parte Saffery*. The order appealed from was pronounced on the 10th of March, and by it an application made by the appellant to the London Bankruptcy Court was refused. The appeal was entered with the registrar of bankruptcy appeals on the 4th of April, and on the same day notice of the appeal was served on the respondents. The registrar's office was closed for the Easter Vacation from Good Friday, the 30th of March, until Tuesday, the 3rd of April, both inclusive. On the opening of the appeal it was objected that it was too late, the twenty-one days limited by rr. 9 and 15 of ord. 58 having expired on the 31st of March. On behalf of the appellant, reliance was placed on rr. 143 and 144 of the Bankruptcy Rules of 1870. R. 143 says that an appeal shall be entered with the registrar of appeals within and not later than twenty-one days from the decision or order appealed from, by leaving with him a copy of the appeal notice of motion, and r. 144 says that, upon entering an appeal, a copy of the appeal notice shall be sent forthwith by the appellant to the registrar of the court appealed from, and a similar notice shall be delivered by the appellant to each respondent four days before the day on which he intends to move. This, it was said, necessarily implies that the appeal must be entered before the notice is served on the respondent. And, as the office was closed before the twenty-one days had expired, the appellant, it was said, had until the 4th of April, the day when the office re-opened, to enter his appeal, by virtue of ord. 57, r. 3, which provides that, "where the time for doing any act or taking any proceeding expires upon a Sunday, or other day on which the offices are closed, and by reason thereof such act or proceeding cannot be done or taken on that day, such act or proceeding shall, so far as regards the time of doing or taking the same, be held to be duly done or taken if done or taken on the day on which the offices shall next be open." The court (Jessel, M.R., and James and Baggallay, L.JJ.), however, held, as they held in *In re Gilbert* (25 W. R. 364, L. R. 4 Ch. D. 794), noted *ante*, p. 339, that the time for

appealing from orders of the Bankruptcy Court to the Court of Appeal is now regulated entirely by the orders under the Judicature Act, and not by the Bankruptcy Rules. By ord. 58, rr. 2, 3, an appeal is brought by serving the notice of appeal on the respondent, and the date of that service is the material date. R. 3 of ord. 57 applies where a proceeding cannot be taken by reason of the office being closed. A notice of appeal could be served on the respondent just as well when the office was closed as when it was open, and if it was not served within the twenty-one days, the appeal was too late. The appeal in *Ex parte Saffery* was accordingly dismissed. It is important that practitioners should remember that appeals in bankruptcy to the Court of Appeal and appeals from county courts to the Chief Judge are regulated by different rules. The former are subject to the rules under the Judicature Acts, the latter remain subject to the Bankruptcy Rules, and with respect to time there is a material difference, Sundays and other days on which the office is entirely closed not being counted in the twenty-one days for appealing under the Bankruptcy Rules (*Ex parte Hicks*, 23 W. R. 552, L. R. 20 Eq. 143).

**LICENSING ACT, 1874—CONVICTION FOR KEEPING PREMISES OPEN WHERE OTHER BUSINESS IS CARRIED ON AS WELL AS LIQUOR TRADE.**—In *Tassell v. Ovenden*, which was an appeal from a conviction by magistrates under the provisions of the Licensing Act, 1874 (37 & 38 Vict. c. 49), ss. 3, 9, and was heard before Mellor and Field, JJ., on Wednesday, the 9th of May, the appellant had been convicted under the 9th section of the Act. The appellant carried on business as a draper and grocer, and also, in the same shop, sold wines and spirits, which were not, however, to be consumed on the premises. He was in the habit of locking up in a case all his wines and spirits at ten o'clock, the time at which the sale of intoxicating liquors was prohibited under the Act. He also had notices posted in his window and about the shop to the effect that he should not sell any wines or spirits after ten o'clock. But he kept his shop open for his drapery and grocery business for some time after ten o'clock. Upon these facts it was contended in support of the conviction that the meaning of the words of the Act was, that no premises used for the sale of intoxicating liquors could be kept open after ten o'clock; it was not necessary, in order to render a man guilty of an offence under the Act, that the premises should be kept open with the object of carrying on the sale of liquor; the mere fact of their being open was sufficient. For the appellant it was contended that if this was held, anybody who was in such premises after hours, on whatever pretence, would be guilty of an offence under the provisions of 35 & 36 Vict. c. 94, s. 25, unless he proved his innocence; and the case of *Brigden v. Hughes* (L. R. 1 Q. B. D. 330) was relied on. The court, while distinguishing the case from that of *Brigden v. Hughes*, inasmuch as there were there two shops, in one of which the liquor trade was carried on and in the other the drapery, were of opinion that the conviction must be quashed. In order to support a conviction under the Act there must be, in the opinion of the magistrates, evidence that the premises were kept open with the object of continuing the sale of intoxicating liquor after the hour of closing; that did not appear to be the case here, and the decision of the magistrates was erroneous.

**GAMING ACT (8 & 9 VICT. c. 109)—SEPARABLE CONTRACT—ONE TERM GOOD, ANOTHER VOID, UNDER THE ACT.**—In the case of *Willson v. Cole*, heard before Mellor and Manisty, JJ., on Tuesday last, the plaintiff and defendant had entered into a contract for the purchase of a house and business by the plaintiff from the defendant. The defendant had subsequently wished to be off the bargain, and at an interview with the plaintiff offered to pay him £50 if he would agree to cancel the agreement. This the plaintiff refused to accept. Later on in the day, however, the parties met again, and the defendant again offered £50 to cancel the agreement; the plaintiff said he would not take less than £75; but it was ultimately agreed that they should toss in order to determine whether the sum of £50 or £75 should be paid by the defendant in consideration of the contract being at an end. They did toss, and

the defendant won. The action was now brought to recover this sum of £50, amongst others. For the defence it was contended that the transaction, as to the tossing, was void under the provisions of the Gaming Act (8 & 9 Vict. c. 109), s. 18, and that no action could be maintained for it. The court, however, were of opinion that, inasmuch as the contract between the parties was separable into two parts—first, an absolute contract for the cancelling of the agreement in consideration of the sum of £50; and, secondly, a further condition that they should toss whether the defendant should pay a further sum of £25 or not—the contract, as far as it affected the sum of £50, was a good contract, and was not void under the provisions of the statute. The case of *Rourke v. Short* (25 L. J. Q. B. 196) was distinguishable from the present one. There the contract was entirely by way of wager; here it was not. And the remarks of the learned judges in that case were in support of the view now adopted by the court. The plaintiff was entitled to recover the sum of £50.

### COUNTY COURTS EXTENSION.

ON Wednesday evening, in the House of Commons, Sir E. WILMOR, in moving the second reading of the County Courts Jurisdiction Extension Bill, said that it had been suggested to him by an experience of many years as a county court judge, and by the opportunities he had of conferring with men of experience. Lord Brougham, who might be described as the founder of the county courts, was up to the time of his death the zealous advocate of the change proposed to be made by this Bill. The Bill would in all actions of contract or tort give the plaintiff the opportunity of bringing his action in the county court. At present such cases were limited to £50. The defendant, on giving security for costs, might, however, move the action into the higher court. This provision was based on several statutes, although it differed from the recommendation of the Judicature Commission made five years ago. He contended that the county court judges might be safely intrusted with the extended jurisdiction proposed to be given to them. Bankruptcy cases in the provinces were now dealt with by the county courts to any amount, and only the other day a case involving liabilities to the amount of £100,000 was brought into one of the county courts. They had now jurisdiction in admiralty cases and salvage cases to the extent of £300, and also in certain cases of title. The time had now come to extend their jurisdiction, and to give the plaintiff what he might call free trade in law. It was rather hard if a man living in a distant part of England had an action for £51 just after the assizes, that he should be compelled to come to London at a great expense and considerable delay. It was, moreover, desirable to relieve the block of business in London, and this Bill would have a tendency to lessen the pressure upon the superior courts.

Mr. MORGAN LLOYD, in moving the rejection of the Bill, said he was not opposed to a nearer approach to the amalgamation of the superior courts with the county courts than at present existed. The present Bill, however, would be productive of evil rather than of good. The county courts were originally established because it was found inconvenient and expensive to have cases of great importance and actions to recover small debts disposed of by one and the same tribunal. In their working the county courts had proved to be most beneficial to the country. The expense to the suitor was comparatively small, and justice was not only cheaply, but speedily obtained. If, however, the jurisdiction of those courts was greatly extended—and the extension would be unlimited under the Bill before the House—they might as well abolish the county courts altogether, and leave all cases, great and small, to be determined by the superior courts. The ordinary business of the county courts would be set aside if the Bill were passed and the system recommended carried out, and thus their peculiar value and usefulness would be greatly impaired, if not altogether destroyed. What was really wanted was an improvement and extension of the circuit system and the localizing of actions in the superior courts, and he trusted that that subject would not be lost sight of by her Majesty's Government, more especially having regard to the present press of business in Westminster Hall. He begged to move that the Bill be read that day six months.

Mr. COLE seconded the amendment, believing that one consequence of the passing of the Bill would be the practical repeal of the Judicature Act. Nothing could be more valuable in the shape of a court of justice than the county courts, as tribunals for the recovery of small debts, but to make them superior courts with a widely extended jurisdiction would be to create delay in the obtaining of justice, to greatly increase expense, and generally to interfere with the proper function of an excellent institution.

Mr. FORSTH supported the Bill. The arguments he had heard urged against the measure had been used against the original proposal to establish county courts. All kinds of evil had been predicted to the bar and to the country as likely to arise if the new system were set up; but he ventured to say that no more useful measure had been adopted within the present century than the County Courts Act had proved to be. If more important cases were brought before the county court judges he believed that greater care would be taken in their selection, and that ultimately it would be found necessary to raise their salaries. He looked forward to the time when the great mass of the legal business of the country would be begun in local centres, instead of being brought up to London. In conclusion, he expressed a hope that the House would sanction the principle of the Bill by affirming the second reading.

Mr. NORWOOD believed the county courts were most valuable institutions, and he had himself endeavoured to extend their jurisdiction, but he was unable to support the present measure because it was not sufficiently comprehensive, had not been considered with proper care, and contained some very objectionable details.

Mr. GREGORY said that if he regarded the Bill solely in the interests of his profession he should support it, but in the interests of the public he must oppose the second reading. The Alpha and Omega of the Bill was to give unlimited jurisdiction to the county courts. The tendency of litigants was more and more to have recourse to the superior courts. This, he thought, was a certain test of the confidence reposed by the public in those courts, where cases were tried in a more satisfactory manner than they were by the inferior tribunals. This was a good reason for not extending the jurisdiction of the county courts.

Mr. HIBBERT, while he was ready to support any fair proposal to extend the special jurisdiction of the county courts, could not vote for so sweeping a measure as that which was now under the consideration of the House.

Mr. WHEELHOUSE opposed the Bill because he was of opinion that the jurisdiction which the county courts at present possessed was amply sufficient for them. In all localities there was a feeling with regard to the judges of the county courts and the officials by whom they were surrounded which made it undesirable to extend the jurisdiction of those tribunals. If the Bill were passed, appeals would be increased, and that would cause a very large increase of expenditure. The Bill would abolish the Judicature Act, and enforce a new system of law in the county courts. Barristers who had practised in the county courts thought it was not desirable to extend the county court system, because in nine cases out of ten they were obliged to be content with the opinion of one judicial mind, without any assistance or the intervention of a jury. Sooner or later there must be an increase of judicial power in this country, but it was the judicial power in Westminster Hall, and not the judicial power in the county courts, which should be increased in order to remedy the present state of things.

Sir C. O'LOUGHLIN said the hon. and learned member for Leeds had expressed an opinion that the jurisdiction of the county courts ought not to be increased. He, on the contrary, thought it ought to be increased very considerably. One fatal objection to this Bill was that it contained a clause which would compel a defendant to give security for costs in order to get the opinion of a superior court in a case in which he thought he ought to get such an opinion. That clause, no doubt, might be removed in committee, but the principle of that clause was so much interwoven with other parts of the Bill that the House ought not to give it a second reading.

Mr. MELLOR, referring to a remark made in the debate that the county court judges were underpaid, expressed his opinion that they were scandalously overpaid. This Bill emanated from lawyers. He always looked with suspicion on members of that class in the House because the tendency of all our legislation was to swell our annual



expenditure, and unless the measures of lawyers in the House were checked, our revenue of £78,000,000 would have to be raised to £90,000,000 in no time.

The ATTORNEY-GENERAL said the hon. gentleman who introduced the Bill did not seem to have had enthusiastic support even from those who, according to the hon. member who had just spoken, were always ready to support anything that would cause an increase of expenditure. A grave objection to the Bill was that it would operate most unfairly upon defendants who might be sued in county courts, by requiring them to give security for costs if at their instance the actions brought against them were removed to a superior court. Reference had been made to the extent to which the business of the county courts was now in the hands of the registrars. However small the cause might be, he thought the parties had a right to have it decided, so far as possible, by the judge, and not by the registrar; and they ought not, by any Bill like the present one, to intensify the existing evil. Under such a measure the whole time of the judge would be occupied in the despatch of the additional business that would be thrown upon him. Without, however, pledging himself or the Government on the point, it might be well to consider whether it might not be desirable that the county courts should have a concurrent jurisdiction with the superior courts in cases amounting to from £50 up to £100. Instead of erecting new tribunals or adding to the mass of business now transacted in the county courts, he would prefer to see the judicial strength of the superior courts increased.

Sir E. WILMOT replied, answering in detail the various objections which had been taken to the Bill, and warmly defending the character, as well as advocating the claims, of the county court judges—a class to which he himself had the honour to belong. He expressed his readiness to withdraw the Bill, the main provisions of which, he believed, would sooner or later become law. That day's discussion, he was confident, would yield solid fruits, and he urged on the Government and the House the expediency of appointing a select committee to see how far and in what manner the civil business of our courts could be more satisfactorily despatched.

## Societies.

### LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society held at the Law Institution on Tuesday last, Mr. Betts in the chair, the question for discussion was as follows:—"Ought the present game laws to be repealed?" Mr. Stock opened the debate in the negative, making out a very strong case, and, the society being mainly of his opinion, the question was carried in that way by a majority of six votes.

### UNITED LAW STUDENTS' SOCIETY.

The ordinary weekly meeting of this society was held at Clement's-inn Hall, Strand, on Wednesday evening last, the 9th inst. Mr. W. Dowson, in an exhaustive speech, opened the subject for the evening's debate, viz., "That the policy of the Government with reference to the Eastern Question has tended to a breach of the peace of Europe." Messrs. Cavell, Atherley-Jones, J. T. Davies, J. S. Rubinstein, and other gentlemen continued a most interesting and animated debate, and ultimately, as many members were desirous of speaking upon the subject, on the motion of Mr. Shirley Shirley the discussion was adjourned till next Wednesday. Thirty-eight members were present.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The ordinary monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 9th inst. Mr. E. Turner Payne, of Bath, in the chair, the other directors present being Messrs. Brook, Hedger, Rickman, Smith, Torr, and Young (Mr. Eiffe, secretary). Eight new members were admitted to the association. A sum of £115 was distributed in grants of relief, and other general business was transacted.

## Obituary.

### MR. JAMES JAY.

Mr. James Jay, solicitor, of Hereford, died at his residence, Litley Court, Herefordshire, about a fortnight ago. Mr. Jay was the third and only surviving son of Mr. Thomas Jay, of Derdale House, Herefordshire, and was born in 1808. He was admitted a solicitor in 1832, and had ever since practised at Hereford, his business being a very extensive one. He was for several years in partnership with Mr. Richard Clarkson, and at a later date he was associated with Mr. John Jackson Sudbury, of Hereford and Derby. Mr. Jay was a commissioner to administer oaths in the High Court, and has been for several years one of the borough aldermen. He was also a magistrate for the city of Hereford, in which capacity his long professional experience proved most valuable. His death has been widely lamented. Mr. Jay was married to the daughter of the late Mr. James Robinson, and leaves several children.

### MR. GEORGE SPENCER.

Mr. George Spencer, solicitor, died a few days ago at his residence, Northgate House, Keighley. Mr. Spencer was admitted a solicitor in 1828, and had practised at Keighley for nearly half a century, having also offices at Bradford and at Bingley. He was a perpetual commissioner for the West Riding of Yorkshire, and had a very large private practice. He had been superintendent-registrar of the district ever since the passing of the General Registration Act, and clerk to the Keighley Board of Guardians since the first formation of the district. The guardians have passed a resolution expressive of their regret at Mr. Spencer's death, and of their sense of the great value of his services. His son, Mr. George Emmett Spencer, was admitted a solicitor in 1873.

### MR. ZACHARY BROOKE.

The late Mr. Zachary Brooke, solicitor, of Lincoln's-inn-fields, died at his residence at Penge on the 30th ult., in the seventy-fourth year of his age. He was the eldest son of the Rev. Zachary Brooke, B.D. (formerly Fellow of St. John's College, Cambridge, Rector of Great Horwood, Herts, and for some time chaplain to the Prince Regent), by Elizabeth, daughter of the Rev. Francis Gunning (Rector of Triplow Newton-cum-Hawkestone, near Cambridge), and the grandson of the Rev. Zachary Brooke, D.D. (Fellow of St. John's College, Lady Margaret Professor of Divinity, and chaplain in ordinary to George II. and George III.). The deceased was born at Wootton Rivers, Wilts, in 1803, and served his articles with the late Mr. Acton Tindal, of Aylesbury. He was admitted an attorney and solicitor in 1825, and subsequently commenced practice in London. Mr. Brooke was well known and much respected throughout the profession, being one of the oldest legal practitioners in the metropolis; and although for some years past gradually failing in health, he continued in the active discharge of his professional duties until within a few weeks of his death. He married, in 1836, Jane, daughter of the late G. A. Starling, Esq., certificated conveyancer, by whom he had several children. His eldest son, Mr. Zachary Brooke, an admitted solicitor, and his second son, Mr. George Brooke, a member of the bar, both hold legal appointments in H.M. Civil Service. Another son, Mr. Frederic Brooke, also an admitted solicitor, has succeeded to his late father's practice.

In answer to Mr. Alderman Cotton, Mr. Gerard Noel said in the House of Commons a few days ago, that it is not in contemplation to purchase the block of buildings between Bell-yard and Chancery-lane, as far as the Law Fire Office, for the purpose of the new law courts; nor have the Government any intention of widening Fleet-street.

INJUNCTION AGAINST THREATENED  
LIBEL.

THIS question, which was only finally settled in the Court of Appeal in Chancery here about two years ago, came before the St. Louis Court of Appeal recently in the case of *Life Association of America v. Boogher*, of which the *American Law Review* gives the following account:—The plaintiffs, an insurance company, filed their bill, alleging that the defendant had composed and published libels respecting them; that the defendant threatened still further to print and publish libellous statements regarding the plaintiffs' business, for the purpose of injuring it; and that the defendant was wholly insolvent and unable to respond in damages. The prayer was for an injunction to restrain the threatened publication. The defendant demurred, among other grounds, for the reason that a court of equity has no jurisdiction to restrain the publication of a libel. The opinion of the court (Gantt, J.), after some discussion of the clause in the Constitution of Missouri which provides "that every person may freely speak, write, or print on any subject, being responsible for the abuse of that liberty," proceeds:—"In Great Britain, there is no such thing as what we understand by the term 'organic law.' The King, Lords, and Commons of that country can, whenever so minded, effect any conceivable change in the institutions of the United Kingdom. Hence, there is no fundamental or constitutional law in that country, securing freedom of speech or of the press, though there is no land in which that freedom is practically more assured. But not even in that country, where the rigid restraints which bind our government do not exist, have any of its courts, since the abolition of the Court of Star Chamber, asserted the jurisdiction which the plaintiff invokes. When, in the hurry of a trial at *Nisi Prius*, an expression fell from the lips of the presiding judge, tending to the assertion of such a jurisdiction, or rather imagining such a jurisdiction to be vested in another court, the intimation, though plainly *obiter dictum*, alarmed the vigilance of the English bar, and occasioned an unmistakable protest. In the case of *Du Bost v. Beresford* (2 Camp. 511) Lord Ellenborough, at *Nisi Prius*, let such an expression fall. This was in 1810, a time when Tory views of government were in the ascendant. In the edition of the State Trials, by Howell, in 1816 (vol. xx., note to p. 798), the learned and careful editor, annotating the case of *Rex v. Horne*, tried before Lord Mansfield in 1777, says: 'Not unconnected with the law of libel upon which Mr. Horne said so much in this case, is the *dictum* of Lord Ellenborough in the case of *Du Bost v. Beresford* (2 Campbell's *Nisi Prius*, 511) being an action for destroying a picture which was publicly exhibited, but which was largely defamatory of a gentleman and his wife, who was defendant's sister, Lord Ellenborough (C. J. K. B.) said: "If it was a libel upon the persons introduced into it, the law cannot consider it valuable as a picture. Upon an application to the Lord Chancellor, he would have granted an injunction against its exhibition, and the plaintiff was both civilly and criminally liable for having exhibited it." 'I have been informed by very high authority,' proceeds Mr. Howell, "that the promulgation of this doctrine relating to the Lord Chancellor's injunction excited great astonishment in the minds of all the practitioners of the courts of equity, and I had apprehended that this must have happened, since I believe there is not to be found in the books any decision or any *dictum* posterior to the days of the Star Chamber, from which such doctrine can be deduced, either directly or by inference or analogy, unless, indeed, we are to except the proceedings of Lord Ellenborough's predecessor, Scroggs, and his associates, in the case of *Henry Care*, in which case it was ordered that the book entitled the "Weekly Packet of Advice from Rome, or the History of Popery," be not further printed or published by any person whatsoever.' The case of *Care* is to be found in 7 Howell's State Trials, p. 1111. A case was tried in 1680, in the reign of Charles II.; Scroggs, C.J., presided, and Jeffries prosecuted. This, it seems, furnished the only precedent, since the abolition of the Court of Star Chamber, on which Lord Ellenborough could have relied. The law, as laid down in England by Lord Eldon, in 2 Swanston, 412, 418, *Gee v. Pritchard*, and by Lord Langdale, in 11 Beavan, p. 112, *Clark v. Freeman*, and in New York by Chancellor Walworth, in 8 Paige, 24, *Brandreth v. Lance*, utterly repudiates the decision of Scroggs and the unguarded *dictum* of Ellenborough. The

last authority is that of an American court, which treats almost contemptuously the suggestion that the publication of a libel may be enjoined. To the same effect, see § 948a of 2 Story, Comm. on Eq. Jurisp. (11th ed.).

No case is cited by the learned counsel for appellant in which the jurisdiction here claimed has been exercised. All that they venture to suggest is that the various English courts which have refused to exercise such a jurisdiction have placed their refusal on grounds which do not make such refusal certainly apposite to the circumstances shown by this petition. The refusal has been uniform. The reasons assigned for it have been various, according to the peculiarities of the cases in which they were given. To argue from the qualifications of so many concurring refusals that it may be inferred that, but for the qualifications, the refusals would not have been made, would be an exceedingly unsafe line of argument anywhere."

## Appointments, &amp;c.

MR. HENRY BELL, barrister, of Calcutta, has been appointed to officiate as Standing Counsel for the Bengal Presidency. Mr. Bell was called to the bar at the Middle Temple in Hilary Term, 1873. He has been for many years a member of the Bengal Civil Service, and he is remembrancer of Bengal, and a member of the council of the lieutenant-governor.

M. ERNEST BOURDANCHON, French advocate, has been appointed Standing Counsel to the French Embassy in the place of M. Moreau, resigned.

MR. HENRY SINCLAIR CHINN, solicitor and proctor, of Lichfield, Birmingham, and Derby, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature in England.

MR. HENRY JOHN CHURCH, barrister, has been appointed Deputy-Coroner for the District of the Soken. Mr. Church is a younger brother of Mr. Adolphus Edgar Church, solicitor, coroner for the Soken and for the borough of Colchester. He was called to the bar at the Inner Temple in Michaelmas Term, 1874, and practises on the South-Eastern Circuit, and at the Essex and Colchester Sessions.

MR. EDWARD COTTON, solicitor, of Liverpool, has been elected Clerk to the Magistrates for the Borough of Bootle-cum-Linacre. Mr. Cotton was admitted a solicitor in 1845.

MR. FRANCIS EDWARD CUNNINGHAM, barrister, of Calcutta, has been appointed Government Advocate at Rangoon. Mr. Cunningham was educated at Eton, and was formerly scholar of King's College, Cambridge, where he graduated in the first class of the classical tripos in 1867. He was called to the bar at the Inner Temple in Hilary Term, 1870.

MR. GIUSEPPE GASAN, LL.D., has been appointed one of her Majesty's Judges for the Island of Malta.

MR. JAMES HENRY KNIGHT, solicitor and notary, has been elected an Alderman for the City of Hereford. Mr. Knight is chapter clerk of Hereford Cathedral. He was admitted a solicitor in 1862, and is in partnership with Mr. Edward Morgan Underwood.

MR. JOHN WILLIAM LONGBOTTOM, solicitor, of Halifax, has been appointed Clerk to the Soyland Local Board. Mr. Longbottom was admitted a solicitor in 1871, and is also clerk to the Local Boards of Greetland, Midgley, and Queensbury.

THE HON. WILLIAM MARKBY, one of the judges of the High Court of Judicature of Bengal, has been elected Vice-Chancellor of the University of Calcutta, in succession to Sir Arthur Hobhouse. Mr. Justice Markby is a graduate of Merton College, Oxford, and was called to the bar at the Inner Temple in Trinity Term, 1856. He formerly practised on the Norfolk Circuit, and he was for some time one of the staff of the WEEKLY REPORTER. He was appointed a judge of the Calcutta High Court in 1866.

MR. THOMAS EDWARD PARRY has been elected Town Clerk of the newly incorporated Borough of Conway.

Mr. ROBERT RANSOM, solicitor, of Sudbury, has been appointed Clerk to the School Attendance Committee of the Sudbury Town Council. Mr. Ransom was admitted a solicitor in 1846. He is town clerk, clerk of the peace, and coroner for the borough of Sudbury.

## Legal News.

Lord Coleridge has been elected a Member of the Royal Society.

On Friday week a petition was presented to the House of Commons by Sir T. Bazley, from the Law Association of Manchester, in favour of convenient regulations and short vacations under the Oxford and Cambridge Bill.

In a few days payment will be made of another dividend of 9d. in the pound in the European Assurance Society Arbitration (making, with the dividends already paid, 4s. 6d. in the pound). The arbitrator, Mr. F. H. Reilly, has directed this, the fourth dividend, to be paid to the policyholders and annuitants as soon as the necessary arrangements are completed. The offices of the joint official liquidator are at 3, Westminster-chambers, Victoria-street, S.W.

In San Francisco recently, says an American journal, a Chinaman who was indicted for murder was instructed by his counsel to attempt to prove an *alibi* as his best line of defence. Accordingly, at the trial a couple of Celestials appeared and swore that at the time of the murder he was at work in a wash-house, two more swore that he was at a boarding-house in bed, and several others were prepared to prove him in several other places, when the lawyer interfered and stopped further testimony.

On Friday week Lord Justice Bramwell was examined before the select committee appointed to inquire into the operation of the law as to the liability of employers for injuries to their servants. In the course of his evidence, his lordship remarked [the *Times* is responsible for the report] that a man was liable for the negligence of his servants under two different sets of circumstances. One was where there was no relation between the master and the person complaining, and the other was where there was such relation. For his own part, he failed to understand why in the first case a man should be liable. It could not be because he put the means of doing the mischief into the servant's hands, because if the servant did the act wilfully the master was not liable. The only reason he had ever heard suggested for the liability was that it was derived from the old Roman law which made a man liable for the act of his slave, pretty much in the same way that a man was liable at the present day for the act of his horse, or any other animal which went astray. This, in his opinion, was a very inadequate reason, and seemed hardly applicable now. His lordship then went on to say:—With regard to the liability for injury done to a servant by a fellow-servant, this came under the head of cases in which a relationship was established between the parties. The master is not liable at all to his servant for negligence, except where the master is negligent. He is liable for the state of the machinery and tools, for which he may be properly said to be responsible. He is not liable if the tool is faulty through the negligence of the manager. It is much more the master who requires to be protected against his servants than the servant against the master, and it would be much more reasonable to make the fellow-servant liable to indemnify the master for mischief done. What I mean is that if the servant injures the master it would be more reasonable to make the fellow-servant contribute towards the loss than to make the master contribute towards the loss sustained by injury done by fellow-servants. We should bear in mind that the servant has a much better opportunity of judging of the conduct of his fellow-servants than the master has, and is, therefore, much better able to protect himself than the master is. There are, however, a great many cases to which this observation cannot be applied. In the case of an engine driver and a platelayer the mischief may be done by the latter, and the driver, not seeing it, cannot guard against it. It would be difficult to lay down a rule which would include such a case as this, as giving a servant a right of action against the master, and

yet which would not include a great many cases that it would not be desirable to include. With regard to the guards and other railway servants, the law which gives them no remedy in case of accidents to trains is fair. Those servants have stipulated for nothing of the sort, and I see no reason for any claim in their case. If a master orders a man to do a thing, and from the nature of the work, and not the wilful act of the man, another servant is thereby injured, the master is liable. If this happened in the case of a manager, the master would not be liable; but I think it questionable whether it should be so. After some further examination to a similar effect his lordship withdrew.

## FRENCH CRIMINAL TRIALS.

A RICH crop of "sensational" trials at the assize court of the Seine has lately engrossed the attention of Parisians, and even excited some interest on this side of the Channel. We have many of us watched the details of those trials with something more than mere curiosity, and have seen, or fancied that we saw, in them a striking proof of the inferiority of French institutions. The behaviour of Judge Vaney, who presided at the Godefroy prosecution, was especially obnoxious to English ideas of justice; and in respect, not only of that trial, but of the others which have followed so thick upon it, some of us have taken occasion to reflect with a great deal of severity on the French system of criminal procedure. It would probably be useless, and certainly would be unpatriotic, to dispute for a moment the settled popular conviction that everything in that of our system is infinitely superior to everything in that of our neighbours, or to cast a doubt upon the assertions made by Blackstone a century ago as to the near advance to perfection of our own Crown law and the "inhumanity and mistaken policy" of that prevailing among other nations. But it may perhaps be permitted us to remark that an acquaintance with French criminal law is not altogether common in England, and that some of the critics who most indignantly exclaim against it are those who know extremely little either about its merits or its defects. The fact is that since Blackstone wrote his disparaging remarks the penal law and the criminal procedure of France have been thoroughly revised and reformed; and that not by a single effort, but at three or four different times; and in each case the experience and precedents of foreign nations, and more especially of England, have been very largely drawn upon. There may still exist in the French system what are to our minds gross defects and abuses; but to denounce the Code d'Instruction Criminelle in its present shape as a barbarous piece of legislation is to rush to an unjustifiable extreme. Those who have a mind to ridicule or protest against the practice in a French court should at any rate be able to put their fingers upon the blots in the Code, and this can only be done by comparing it fairly with the rules in force in this country.

The principal and only really important differences between the French procedure and our own may be included under about five or six headings, no one of which can very often be accurately specified by an English critic, although every one of them might be explained with sufficient clearness in as many sentences. Perhaps the first that should be mentioned is the existence of a public prosecutor. The procureur-general, or his substitute, is a personage as essential to the trial as the judges themselves. And if the position of this official were at all on a par with that of the counsel for the defence there would be very little to be said. The non-existence of a public prosecutor is hardly one of the points in which we should most loudly boast our superiority. But unfortunately the procureur is a very much bigger and more influential man than any member of the bar. Nay, he is a greater man than some of the judges who sit above him. He receives a higher salary, or at least as high, and he expects ultimately an appointment more lucrative than any the puisne judges will ever hold. In theory he is half magistrate and half barrister; but in practice the judges are often subservient to him. The procureur plays an important part, not only in the trial, but in the preparatory stages; and those preparatory stages, the proceedings of the "instruction," differ in one notable respect from ours. They constitute a truly inquisitorial method of eliciting evidence. The prisoner, arrested under a "mandat,"



which corresponds in all respects with our warrants, is straightway hurried off before the "juge d'instruction," at whose hands he undergoes his first examination. An example of the terrors with which this first ordeal is accompanied may be found in the story of what befell the murderer Moyaux a day or two ago. He was conducted to a subterranean room underneath the Morgue, in which was arranged, with all the ghastly horrors suitable for such a scene, the body of his infant daughter whom he had killed some weeks before. It was when suddenly introduced to this spectacle that the juge d'instruction put some of his most leading questions, and the effect of such a sort of examination even upon the most hardened criminal may be imagined without difficulty. The "interrogatoire" is conducted in the absence of the prosecutor and of the other witnesses. The answers are taken down in writing, and usually form one of the principal supports of the case for the prosecution. The judge then proceeds to visit the scene of the alleged crime, to hear other witnesses, and, in short, at the instigation of the procureur, to assist him in getting up the case against the prisoner.

The next step is the reference of the matter, if it is of a grave nature, to the "Chambre des Mises en Accusation." This is a body composed of five judges at least, and often many more, selected from the judges of the courts of appeal. Their functions are exactly the same as those of our grand juries. In fact, they have actually stepped into the place of the quondam grand juries established by the Constituent Assembly at the time of the Revolution. It borrowed at once the grand and petit juries from England. The latter have held their ground, but the former have been superseded by the chamber just described. If a true bill is found, the prisoner is removed from the house of detention to the court prison of the assizes, and exchanges his name of *inculpé* for the title of *accusé*. Before the day of the trial there is yet another interrogation, this time before the President of the Court of Assizes. In the meantime the procureur has drawn out his indictment, or *acte d'accusation*, containing the facts and reasons alleged in support of the charge, and his own "conclusions" drawn therefrom. The day having arrived, and the jury having been sworn and duly exhorted to the faithful discharge of their duties, the proceedings begin with the reading of the *acte d'accusation*, a familiar document to all who have read the accounts of French trials. The president, or chief of the three judges who always attend, has then the discretionary right of again interrogating the prisoner, and usually treats him, not to a "bad quarter of an hour," but to a bad hour or so, in which his original statements before the juge d'instruction, his antecedents, and his whole character are made a free subject of discussion and sometimes of dispute between the representative of justice and the culprit. The examination of witnesses on each side follows, and then the arguments at the bar, the counsel for the accused having, however, invariably, contrary to our practice, the last word in the debate. The judge then sums up, ostensibly in the same way as our English judges. But it is curious enough to see how different is the effect in the two countries of a very similar institution. The unfair nature of the speech made by the President Vanev is no new or solitary example. "Le résumé du président," says a popular writer on the Code, "n'est pas toujours très impartial, et il y aurait utilité à le supprimer." Yet no one talks of abolishing the summing up of our judges of assize! But the presidents of French courts are, as has been pointed out, miserably underpaid, and are not to be credited with the sense of fairness which might be found in more carefully picked men.

Almost the sole remaining notable difference between the two systems is that relating to the jury. After a number of changes in its constitution following upon each political revolution, the rule now in force is that the twelve men shall all vote by ballot on each of the questions submitted to them. These questions, including the mere main issue of fact, the question of aggravation, of excuse, or of want of discernment, are all written down and answered one by one by the majority of votes, the prisoner having of course the benefit in case of an equality. If the verdict, being one of guilty, is thought by the judge to be absurd, he may set it aside and defer the trial for a fresh hearing; but a verdict of not guilty can never be disturbed, and the prisoner is free for ever from the charge. There is one other question upon which so much misapprehension prevails that it would be ridiculous not to allude to it. It is the famous doctrine of "extenuating circumstances." English people suppose that the fondness of French juries for the formula is a freak of their own, a gratuitous expression of benevolence. But the fact is that the employment of these

words is the rule and not the exception. To leave them out is a far more strange act to the mind of a French juror than to insert them in the verdict, and the penal code provides in a marked way for their probably constant use by graduating its punishments accordingly. The only reason why the question as to extenuation is not put in writing to the jury is that it was supposed a false shame would always induce them to answer in favour of the accused, and that thus the expression would become not only as it is now a common but a universal form.

The result of anything like a detailed comparison of the two different procedures will be to show that the prisoner in France has a far harder time of it than in England. So far public opinion in this country does not deceive itself. But we confess to some doubts whether a severe ordeal is altogether a bad thing as long as there is nothing in it which seems to endanger greatly the innocent man. The constant communication of the prisoner with his judges, if it tends to betray his guilt when guilty, serves on the other hand to establish his innocence if innocent in a speedy and certain manner. It was thus that the woman Gardin, in 1861, was acquitted of the crime of parricide, which she had at first admitted but afterwards denied. There can be no doubt that under the French system many criminals are convicted who would escape in an English court. There is no proof that more innocent persons are found guilty there than here. The object of penal laws is, after all, to catch all offenders, and not to spare those of them who can keep their own secret the best. It would be detestable to purchase the punishment of many more criminals by sacrificing one that was unjustly accused. But the latter class, somehow or other, come with wonderfully little harm through the meshes of the French net, while the other, the dangerous and crafty criminals, stick fast, and are hauled up with a facility which is no contemptible result of the mode of trial established in France.—*Pall Mall Gazette*.

## Courts.

### HIGH COURT OF JUSTICE.

#### COMMON PLEAS DIVISION.

(Before Lord COLERIDGE, C.J., and LINDLEY, J.)

May 5.—*In the Matter of a Solicitor.*

This was a case in which a rule had been granted calling upon a solicitor to show cause why he should not answer certain matters contained in an affidavit by one E. P.

R. Harris showed cause.

Anstie supported the rule.

It appeared from the affidavit of E. P. that some two years ago she was informed by the solicitor in question, who was her nephew, that he had a client who wished to borrow £350 on mortgage. In consequence of this she did, in fact, advance £300, which the solicitor accepted, on the understanding that if it were not required by his client he would return it. For some time after this the solicitor regularly paid her six per cent. on the loan as coming from the mortgagor, until ultimately two cheques which he had given her were dishonoured. Inquiries were then made, and it was found that the £300 had not been invested on the mortgage, and the solicitor did not state any other security which had taken its place. In answer to these charges the solicitor filed an affidavit, in which he swore that Miss P. arranged with him that if he could not get the mortgage security he might invest it or use it at his own discretion, and as to the receipts for interest alleged to bear the name of the mortgagor, the name which appeared there was merely to distinguish the interest on the particular £300, and not for the purpose of making her believe it was meant for the said mortgage.

The Court said the money must be returned forthwith. The case was a very serious one, and before giving judgment they would communicate with the Incorporated Law Society and give their decision in a few days.—*Times*.

## Legislation of the Week.

### HOUSE OF LORDS.

#### May 8.—SOLICITORS' EXAMINATION.

LORD ABERDARE, in moving the second reading of this Bill, said that the number of candidates for admission to the profession of solicitor had become so large that the duty of conducting the examinations had become too heavy for the members of the Council of the Incorporated Law Society. Under clause 6 of the Bill the society would be able to appoint paid examiners to assist the council. Clause 12 facilitated admission to the profession of solicitor in the case of barristers of five years' standing. Any such person who had procured himself to be disbarred, with a view to becoming a solicitor, and who had obtained from two benchers of the Inn to which he had belonged a certificate that he was a fit and proper person to practise as a solicitor, would have exemption from the intermediate examination, and would only have to pass the final one.—The LORD CHANCELLOR thought the provisions of the Bill would be extremely useful, and as the measure had the approbation of the judges, he supported the motion for the second reading.—LORD HATHERLEY, in giving his support to the Bill, said that the Incorporated Law Society deserved the highest credit for what it had done in the cause of legal education.—The Bill was then read a second time.

#### SOUTH AFRICA.

This Bill passed through committee.

#### PUBLIC RECORD OFFICE.

This Bill passed through committee, and was reported with amendments.

#### REMOVAL OF WRECKS.

LORD ELPHINSTONE, in moving the second reading of this Bill, explained that its object was to extend to all the shores and harbours of the United Kingdom the provision in the Mersey Act, under which the value of the wreck and that of the cargo are regarded as a common fund, out of which the harbour authorities may recoup themselves for the expenses of raising a wreck.—The Bill was read a second time.

#### LOCAL GOVERNMENT PROVISIONAL ORDERS (HORBURY, &c.).

This Bill was read a second time.

#### GAS AND WATER ORDERS CONFIRMATION (BROTON, &c.).

This Bill was read a second time.

#### TRAMWAY ORDERS CONFIRMATION (BARLOW, &c.).

This Bill was read a second time.

#### ELEMENTARY EDUCATION PROVISIONAL ORDERS CONFIRMATION (LONDON).

This Bill passed through committee.

#### ELEMENTARY EDUCATION PROVISIONAL ORDERS CONFIRMATION (CARDIFF, &c.).

This Bill passed through committee.

### HOUSE OF COMMONS.

#### May 3.—UNIVERSITIES OF OXFORD AND CAMBRIDGE.

The House went into committee on this Bill, commencing with clause 16.—Progress was reported on that clause.

#### CUSTOMS, INLAND REVENUE, AND SAVINGS BANKS.

The House went into committee on this Bill.—Clause 9 was reached.

#### RESERVOIRS.

This Bill passed through committee.

#### LAW OF EVIDENCE AMENDMENT.

This Bill was read a third time.

#### May 7.—CUSTOMS, INLAND REVENUE, AND SAVINGS BANKS.

The House went into committee on this Bill.

Clauses 9 to 12, inclusive, were agreed to.

On clause 13, LORD F. CAYENDISH moved, in page 6, line 7, to insert, after "expenses," "including a sum to be determined by the Treasury to provide against depreciation

in the value of the securities."—The amendment was agreed to.

Clauses 14 and 15 were agreed to.

MR. A. BROWN moved a new clause providing that offices and counting houses used by professional men should be exempted from house duty in the same way as offices and counting houses were now if occupied by persons engaged in trade.—The clause was negatived without a division.

Progress was reported.

#### PUBLIC LIBRARIES ACT (IRELAND) AMENDMENT.

This Bill was read a third time and passed.

#### May 8.—QUARTER SESSIONS (BOROUGHES).

This Bill was read a second time.

#### May 9.—EMPLOYERS AND WORKMEN ACT (EXTENSION TO SEAMEN).

This Bill was withdrawn.

#### COUNTY COURTS JURISDICTION EXTENSION.

SIR E. WILMOT moved the second reading of this Bill.—MR. MORGAN LLOYD moved the rejection of the Bill, and the amendment was carried without a division.

#### HOMICIDE LAW AMENDMENT.

The order for the second reading of this Bill was discharged.

#### BAR OF ENGLAND AND OF IRELAND.

SIR C. O'LOUGHLIN, in moving the second reading of this Bill, explained that it would enable the benchers of the King's Inns, Dublin, to admit English barristers to practise in Ireland, and the benchers of the English Inns of Court to admit Irish barristers to practise in England. It proposed that a roll of English barristers entitled to practise in Ireland should be kept at the King's Inns, Dublin, and rolls of the Irish barristers entitled to practise in England at the English Inns of Court. The benchers of the English and the Irish Inns of Court respectively would be empowered to make rules for carrying out the Act; and the moment a man was admitted to practise at the English or the Irish bar, as the case might be, he would become subject to the jurisdiction of the benchers of the country in which he was so admitted. English barristers would have the same rank in Ireland as they had in their own country, and the same rule would apply to their Irish brethren practising in England.—The Bill was ultimately withdrawn.

#### VOTERS (IRELAND).

MR. BIGGAR moved the second reading of this Bill, the object of which was, with reference to persons who were really entitled to the franchise, to prevent their being disqualified owing to their names not having been duly inserted in the rate-book.—On a division the Bill was rejected by 125 to 99.

#### LOCAL GOVERNMENT (GAS) PROVISIONAL ORDERS

(PENRITH, &c.).

This Bill was read a second time.

#### PIERS AND HARBOURS ORDERS CONFIRMATION (No. 2).

This Bill was read a second time.

#### PUBLIC LIBRARIES ACTS AMENDMENT (No. 2).

This Bill was read a second time.

## Court Papers.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V. C. MALINS.
Monday, May 14	Mr. Latham	Mr. Pemberton	Mr. Holdship
Tuesday .....	15 Leach	Clowes	Tootsdale
Wednesday ..	16 Latham	Pemberton	Holdship
Thursday ....	17 Leach	Clowes	Tootsdale
Friday .....	18 Latham	Pemberton	Holdship
	V. C. BAGGOT.	V. C. HALL.	Mr. Justice FRY.
Monday, May 14	Mr. Merivale	Mr. Farrer	Mr. Koe
Tuesday .....	15 Milne	King	Ward
Wednesday ....	16 Merivale	Farrer	Koe
Thursday ....	17 Milne	King	Ward
Friday .....	18 Merivale	Farrer	Koe

## HIGH COURT OF JUSTICE.

LONDON.—EASTER SITTING, 1877.

This list contains all actions entered in Queen's Bench, Common Pleas, and Exchequer Divisions, in which notice of trial has been given; and also all actions in the Chancery Division, in which notice has been given of trial before a judge and jury, up to and including the 9th of May, 1877.

## LIST OF ACTIONS FOR TRIAL.

- CP 1 Rohrweger & ors (Nicol, Son, & J) v Millar & Formoy (Jones A & J) SJ  
 Ex 2 Waddell & anor (Lewis and Lewis) v Manero (Spyer & Son) SJ  
 QB 3 Ranken & ors (Hollams, Son, & C) v The Royal Mail Steam Packet Co (Wilson, B, & C) SJ  
 CP 4 Baker & anor (Bell, C, & G) v City & County Bank, lmd (C & P Janson)  
 Ex 5 Hutley (E Woodard) v Harvey (E Doyle)  
 CP 6 Coudrey (Walter Moojen & Son) v Jeans & anor (Bristow)  
 CP 7 Broicher & ors (W A Crump & Son) v Borradaile, Schiller, & Co (Lawford & W) SJ  
 Ex 8 Woodward (Rooks, Kenrick, & Co) v London & North-Western Ry Co (R F Roberts) SJ  
 CP 9 Leather, Matthews, & Co (Lowless & Co) v Siebe, West, & Co (W S Fox)  
 QB 10 Slavo (Stibbard & Co) v Roberts (Simpson & C) SJ  
 QB 11 Brook (Cole, Turner, & Co) v Thorne & Co (Cattarns, J, & Co) SJ  
 QB 12 Potter, Wilson, & Co (Hollams, Son, & C) v The Home & Colonial Insurance Co, lmd (Flux & Co SJ)  
 QB 13 Same (Same) v The Archangel Marine Assurance Co, lmd (Freshfields & W) SJ  
 QB 14 Same (Same) v Reiss (Same) SJ  
 QB 15 Same (Same) v Silva (Same) SJ  
 CP 16 R David & Co (F W Mount) v London & South-Western Ry Co (L Crombie) SJ  
 QB 17 Dever, trustee, & Co (Morley & S) v Hunter (J W Sykes)  
 Ex 18 Ehrenfried (Spyer & Son) v Gough & Co (Flux & Co) SJ  
 QB 19 Jones & ors (Ingledew, I, & G) v Dowling (W Evans & Co)  
 Ex 20 Jacoby & ors (J R Bailey) v Oppenheimer & anr (Emanuel & S) SJ  
 CP 21 The Chartered Mercantile Bank of India, London, and China (Waltons, B, & W) v The Netherlands India Steam Navigation Co, lmd (Lovell & Co) SJ  
 Ex 22 Bowring & ors (Mercer & Mercer) v S Tudor & Sons (Hollams, Son, & C) SJ  
 QB 23 Ledger & Marriage (E Woodard) v The Fishmongers' Co (O Humphreys) SJ  
 CP 24 Hooper & anr (Jones, A, & J) v Voss (Hollams, Son, & C) SJ  
 QB 25 Ellwood (Bolton & Co) v Parsons (Collyer-Bristow & Co) SJ  
 CP 26 Sercombe (Waltons, B, & W) v Gordon & Co (Rogers & C) SJ  
 CP 27 Yglesias (Nicol, Son, & J) v The Mercantile Bank of the River Plate (Mackrell & Co) SJ  
 CP 28 Wright (Waltons, B, & W) v Davies (Lowless & Co) SJ  
 CP 29 Lomas & anr (Same) v Same (Same) SJ  
 CP 30 Davies (Lowless & Co) v Lomas & ors (Waltons, B, & W) SJ  
 CP 31 Cox (T Cooper) v Fenning (Freshfields & W) SJ  
 CP 32 The Standard Discount Co, lmd (Argles & R) v Ditton (Wild, B, & B) SJ  
 Ex 33 Sutton (H S Austin) v Turner (T R Kent)  
 QB 34 Rosenberg & Isaac (Bischoff, B, & B) v Kriens (Shaw & T)  
 QB 35 Levy (Chorley & C) v Mount (In person) SJ  
 Ex 36 Macfarlane (Peacock & G) v Davies (Prior, Bigg, & Co)  
 CP 37 Norris & anr (Trinders & Cartis Hayward) v Beazley (Brook & C) SJ  
 Ex 38 Earl (W G Morris) v Lamb & anr (Reed & L)  
 QB 39 Plato orwise Maynard (A Carr & Son) v The East & West India Dock Co (Freshfields & W) SJ  
 CP 40 Breslaure (Argles & R) v Barwick (Oliver & B) SJ  
 Ex 41 Pattenden (Miller & Miller) v Davis, Turner, & Co (Leahey & Co) SJ  
 CP 42 Hyatt & ors (Walter Moojen & Son) v The General Steam Navigation Co (W Batham)  
 QB 43 Rudkin (Stibbard & C) v Hopcraft (Lowless & Co)  
 Ex 44 Harrison (Champion, R, & P) v The New Civil Service Co-operation lmd (R J Bowerman) SJ  
 QB 45 Hughes & wife (F Cotton) v Oliver (Gowing & M)  
 QB 46 Joyce (Lewis, M, & L) v Snelling (G Luckyer) SJ  
 QB 47 Baum (Evans & E) v Brandon (F J Gordon)  
 CP 48 The Positive Government Security Life Assurance Co lmd (Tucker, New, & Co) v Parnell (Chapman & Lee)

- QB 49 Lenders (Stibbard & C) v Thompson & anr (Simpson & C) SJ  
 CP 50 Keighley (G W Keighley) v Shirreff (Morley & S) SJ  
 CP 51 Gething (Same) v Same (Same) SJ  
 QB 52 Wood (P I Burr) v Smith, trading, & Co (G E Foster)  
 QB 53 Graham (A Carr & Son) v Van Weerden (L Goldberg)  
 QB 54 Walker (F Bradley) v The Ennis & West Clare Ry Co (W T Manning)  
 CP 55 Schroder (Waltons, B, & W) v Landell (A Barn) SJ  
 Ex 56 Ellis (G Johnson) v Garbutt (S Tripp)  
 CP 57 Gardiner (J Holder) v Hough & Co (Lyne & H) SJ  
 Ex 58 Daly (Halse, T, & Co) v Overbury (A Wells) SJ  
 Ex 59 Smythe (Sole, T, & K) v Lance and another (Ford & F) SJ  
 QB 60 Barff & Co (Hollams, Son, & C) v London Steamship Co, Limited (Stibbard & C) SJ  
 CP 61 Rowney (G M Whetherfield) v Forbes (Rooks, K, & Co)  
 CP 62 Sheffield & others (F Sheffield) v Haywood (Bircham & Co) SJ  
 Ex 63 Brekels (W Gresham & D) v Morewood (Ashurst & Co)  
 QB 64 Noble, administratrix (Sandilands, H, & J) v Great Northern Railway Co (Johnson, F, & L) SJ  
 CP 65 Farley (E Ball) v Taplin (L Barnett) SJ  
 CP 66 Sawbridge & another (C Sawbridge) v Motion (Barron & Pook)  
 QB 67 Hall (T J Angell) v Bywater & others (W Royle)  
 CP 68 Webster (Evans & E) v New Zealand Shipping Co, Limited (Hollams, Son, & C) SJ  
 QB 69 Gande (H Sydney) v Ellis (Same) SJ  
 QB 70 Pickup (Hollams, Son, & C) v Steven & another (Waltons, B, & W) SJ  
 QB 71 Wallis, Lidstone & Co (Same) v Vestey (C H Sadler) SJ  
 CP 72 Crewe & Wife (A F Barnard) v North Metropolitan Tramways Co (H C Godfray) SJ  
 QB 73 Shearer (Morley) v Samuels (Spyer & Son)  
 CP 74 Beard (J G Shearman) v Beard (R B Barrett) SJ  
 Ex 75 Neave and others (Peacock & G) v Mayor, & Co, of Wisbech (Wing & Ducane)  
 QB 76 Killen (Morley & S) v Dumont (Stokes & Co)  
 QB 77 Bowes & others (Stibbard & C) v Ingall, Phillips, & Co (W R Preston) SJ  
 QB 78 Fowler (Same) v Knoop (W A Crump & Son) SJ  
 CP 79 English (Clarkes, R, & C) v Lister, Baumann, & Co (Gold & Son) SJ  
 Ex 80 The Great Eastern Ry Co (W H Shaw) v Mitchell (C G Scott)  
 CP 81 Wyncken & another (W A Crump & Son) v Schwaben (Freeman & B) SJ  
 CP 82 Bastian (Minet, Son, & Smith) v Webb (J S Ward)  
 CP 83 Grose (W A Downing) v Neuberger (John Hill)  
 Ex 84 Pontifex & another (Leahey, L, & P) v Hunt (J A Farnfield)  
 Ex 85 The Stamford, Spalding, & Boston Banking Co (Peacock & G) v The Carbon Fertilizer Co, lmd (Watney & T)  
 QB 86 Findlay & Co (Hollams, Son, & C) v Robinson (T Cooper) SJ  
 Ex 87 Blaise (J P Ogle) v Brighton Aquarium Co (Benham & T) SJ  
 QB 88 Levy & Co (Hollams, Son, & C) v Thomson & another (Plews, I, & H) SJ  
 QB 89 Salmen (C Butcher) v Garrett (Fow & Co) SJ  
 QB 90 Hunter (Hollams, Son, & C) v Raymond (G Scoles)  
 QB 91 Byng (G T Powell) v Howe (Lewis & Whithead)  
 QB 92 Schomburg & Co (Flux & Co) v Zeebe (R C Sydney) SJ  
 CP 93 Hinton & White, trading, & Co (Piesse & Son) v Wotton (Tatham, O, & N)  
 QB 94 L Jacobs, Marcus, & Co (Hollams, Son, & C) v Chadwick & Son (Johnson & W) SJ  
 Ex 95 Wenney (Clarkson, Son, & G) v Hibbert (Descon, Son, & Co)  
 QB 96 Druce (Druce, Sons, & J) v Dear (T Parker) SJ  
 QB 97 Barry & Co (Lewis, M, & L) v Hicks & another (Tidy, H, & T) SJ  
 CP 98 Taylor (Ley & B) v Shrubbs (In Person)  
 Ex 99 Baker & others (T F Allingham) v Jones (W E Goatly)  
 Ex 100 Hutton (Same) v Evans (Gregory, R, & Co) SJ  
 CP 101 Duncan (E L Agar) v Bailly the younger (Lumley & L) SJ  
 Ex 102 Cutcliffe & another (G Cutcliffe, junr) v Maitland (A Pulbrook) SJ  
 CP 103 Blake (C Cauterley) v Chappell (Chappell & Son)  
 CP 104 Val de Travers Asphalt Paving Co, Limited (Drake & Son) v Honey (Cobbald & W) SJ  
 QB 105 Meggy, trustee, & Co (Lewis, Munns, & L) v Imperial Discount Co, Limited (E H Barlow) SJ  
 Ex 106 McKean & another (M Pearce) v Grant (J J Ridley) SJ  
 CP 107 Barnes (J E Turner) v Allmand (Chester, U, & Co) SJ



- C P 108 Dowling (W Neal) v Kearn (H Tyrrell)  
 C P 109 Petit (W A Crump & Son) v Leatham (A R Oldman) SJ  
 C P 110 Jones (Allin & G) v Macfarlane & others (T M Harvey)  
 C P 111 Holmes (Same) v Coleman (J M Weightman)  
 Q B 112 Bennett (Hollams, Son, & C) v Banyard (Risley & S) SJ  
 Ex 113 Hartman (C A Swaine) v Shrimpton (M Scott)  
 C P 114 De Chastelain (H Arnold) v Strickland (T Sismey)  
 C P 115 Ridley (Parker & C) v Ranken (Hollams, Son, & C) SJ  
 Ex 116 Catalina (Kearsey, Son, & H) v Bergbom & another (Sharpe, P, P, & S)  
 Q B 117 Thompson (Tatham, Curling, & B) v Christie (Argles & R) SJ  
 Ex 118 Hartwitz & anr (W G Morris) v Crossley (Milne, R, & N)  
 Ex 119 Willis & ors (Truefitt & G) v Vander Zee (Simpson & C) SJ  
 C P 120 Henderson & anor (Trinders & Curtis Hayward) v Stevens (Walters & G)  
 C P 121 The Dyneover Dryffyn and Neaf Abbey United Collieries Co, limd (Norton, R, N, & Co) v More & anr (Whites, R, & Co) SJ  
 Ex 122 Phillips (Robinson & P) v Williams & anr (Tampin, T, & J) SJ  
 Q B 123 Macintosh (J W Heritage) v Shanks (Kingsford & D)  
 Q B 124 Hall (T J Angell) v Baker (C H Hodgson)  
 Ex 125 Anderson (Jones, B, & Son) v The Consolidated Fire Insurance Co, limd (Ingle, C, & H)  
 Q B 126 Crossley (A G Ditton) v Cox (Brundreth, R, & Co)  
 C P 127 Ferrar (Beard & Son) v Still (Keene & M)  
 Q B 128 Moesman & anr (Chorley & C) v Bonas (Lewis & Lewis) SJ  
 Q B 129 The North Eastern Banking Co, limd (Shum, C, & C) v Livingstone (J & R Gole)  
 Q B 130 Sarl (M Shephard) v Jones (R Jones)  
 Q B 131 Whitlock & anr (Jones & H) v McGlashan (E W & R C Mote)  
 C P 132 Frowein & ors (Stepheu Scott) v Sommenthal (Ashurst, M, & Co)  
 Ex 133 Wood (Wilkins, B, & F) v Accident Insurance Co, limd (Mercer & M) SJ  
 C P 134 Watt (Lowless & Co) v Alston (Lumley & L) SJ  
 C P 135 Druff (R W Stacpoole) v Haselton (Field, R, & Co)  
 C P 136 Hall (Parker & Clarke) v Wingfield (Hollams, Son, & C) SJ  
 Q B 137 Lambert & anr (Lewis, M, & L) v The Credit Lyonnais (M Abrahams & R) SJ  
 Q B 138 Brankston & Co (Same) v Same (Same) SJ  
 Q B 139 Same (Same) v Bloomenthal (Munton & M) SJ  
 Q B 140 Ramsey (Allen & E) v The Royal Aquarium and Summer & Winter Garden Society, limd (Pawle, F, & C)  
 C P 141 Millington (Peckham, M, & P) v Kelly & Co (W Kelly) SJ  
 C P 142 Hudson (Dalton & J) v Keame (In Person)  
 C P 143 Murrell (Redpath & H) v Metropolitan District Ry Co (Baxter & Co) SJ  
 Ex 144 Tipler (Evans & E) v Britton (A R Oldman) SJ  
 C P 145 Moss (T Baddeley & Sons) v Moore (R Chapman)  
 Q B 146 Lazarus & ors (Lewis & Lewis) v James & ors (Upton, J, & Co) SJ  
 C P 147 Jones (Crock & S) v Skoines (Kearsey, Son, & H) SJ  
 Ex 148 Ambrose (Elwes & S) v Cox (H Clarkson)  
 Ex 149 Turnbull (Learoyd & Co) v Ward (H W Christmas)  
 Ex 150 Craig (Dobinson, Geare, & Son, v Oliver (Eyre & Co)  
 Chy 151 Head (Simpson & C) v Ryde (Hollams, Son, & C) SJ  
 Q B 152 Vere (Wordsworth, B, H, & P) v Hebb & ors (Lewis & Sons)  
 Ex 153 Hanbury (Mercer & M) v Grant & ors (Ashurst, M, & Co) SJ  
 C P 154 Harrison & ors (Roberts & B) v Carter & ors (S B Booth) SJ  
 Q B 155 W Mugeridge & Co (Plews, I, & H) v Australian Meat Agency Tallermans' Co, limd (H Montagu)  
 Ex 156 Nathan (R Miller & W) v Furlong (C O Humphreys & Son)  
 Ex 157 England (W Philip) v Musgrave (In Person)  
 C P 158 Pontana (Cole & J) v Goddard (Hyde, Tandy, & Co)  
 Ex 159 Pontifex & anr (Learoyd & Co) v Severn (Dobinson, G, & Co)  
 Ex 160 North Kent Bank, limd (Newman, S, & H) v Pook (W E Barron) SJ  
 C P 161 Jones (Stephen Scott) v Gant (C Horsley)  
 Q B 162 Pain (C Butcher) v Heilyer (Fritchard & Sons)  
 C P 163 Davey (Mercer & M) v Cambridge University and Town Gas Light Co (E Hughes) SJ  
 Q B 164 Niger Merchants, limd (Brook & C) v Norris and another (Trinders & Curtis Hayward) SJ  
 Ex 165 Pinches (R S Gregson) v Charlton (Myers, M, & Co) SJ

- Ex 166 Palmer (Keene & M) v Gilmore & others (Waltons, B, & W) SJ  
 C P 167 Germany (J A & H C Fartfield) v London Steam Boat Co, limd (E Hughes)  
 C P 168 Gamman, Hayssen, & Co (Same) v Addicks (Keene & M)  
 (To be continued.)

## PUBLIC COMPANIES.

May 11, 1877.

## GOVERNMENT FUNDS.

3 per Cent. Consols, 93½	Annuities, April, '88, 9½
Ditto for Account, 93½	Do. (Red Sea T.) Aug. 1868
Do. 3 per Cent. Reduced, 93	Ex Bills, £1000, 2½ per Ct. 10 pm
New 3 per Cent., 93	Ditto, £500, Do. 10 pm.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £300, 10 pm.
Do. 3½ per Cent., Jan. '94	Bank of England Stock, — per
Do. 3 per Cent., Jan. '78	Ct. (last half-year)
Annuities, Jan. '80	Ditto for Account.

## INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per Cent., July, '80, 105	Inf. Pr. 5½ per Cent., May, '79, 91
Ditto for Account, —	Ditto Debentures, 4 per Cent.
Ditto 4 per Cent., Oct. '88, 101	April, '64
Ditto, ditto, Certificates —	Do. 5 per Cent., Aug. '73
Ditto Enforced Ppr., 4 per Cent. 88	Do. Bonds, 4 per Cent. £1000
2nd Inf. Pr., 5 per C., Jan. '72	Ditto, ditto, under £1000

## RAILWAY STOCK.

Railways.	Paid.	Closing Prices
Stock Bristol and Exeter .....	100	115½
Stock Caledonian .....	100	102
Stock Glasgow and South-Western .....	100	46
Stock Great Eastern Ordinary Stock .....	100	124
Stock Great Northern .....	100	126½
Stock "Do. A Stock" .....	100	129½
Stock Great Southern and Western of Ireland .....	100	98
Stock Great Western—Original .....	100	124½
Stock Lancashire and Yorkshire .....	100	115½
Stock London, Brighton, and South Coast .....	100	124
Stock London, Chatham, and Dover .....	100	145½
Stock London and North-Western .....	100	127½
Stock London and South Western .....	100	67
Stock Manchester, Sheffield, and Lincoln .....	100	104½
Stock Metropolitan .....	100	41
Stock "Do. District .....	100	125
Stock Midland .....	100	91½
Stock North British .....	100	149
Stock North Eastern .....	100	146½
Stock North London .....	100	60
Stock North Staffordshire .....	100	62
Stock South Devon .....	100	123
Stock South-Eastern .....	100	

\* A. receives no dividend until 6 per cent. has been paid to B.

Messrs. Evans & Swain have recently patented a very ingenious method of fireproof construction. Wood and plaster only are used, iron being entirely avoided. The plan adopted is as follows:—The inventors place ordinary timber joists of any uniform depth, generally 9 in. or 11 in. for ordinary floors and spans up to 25 ft., on the walls in the ordinary way, only, instead of placing them, as is usual in constructing an ordinary floor of wood joists and boards, with a space between the joists, they are placed without any intervening space. The ends of the joists are allowed to bear on the walls in the usual way (only no plate is required), and the last joist at each end of a series of joists is also allowed to bear upon the walls. The sides of the joists are brought into intimate contact by being bolted up close, and the result is a solid slab or floor of timber of the size of the room, bearing on the walls on all four sides, of enormous strength, and capable of bearing almost any weight that may be put on it, and yet exerting no outward thrust upon the walls. So that a fire raging in a room either beneath or above a floor of this description can attack it on one side only, there are no interstices for the air to pass between, and the flames cannot play round the timber, but only attack it on the under side, if below the floor, or the upper side, if above the floor, and the wood will not become charred to any great depth, at the most 1½ in. or 2 in.—the main bulk of the timber remains sound and uninjured, and still capable of bearing the weight of any amount of property stored above; whilst there is no danger

of the action of the water from the fire engines causing the floor to fly and give way, as in the case of one constructed of iron. A floor thus constructed would, in itself, be nearly perfectly fireproof, but as an additional protection the inventors bring to their aid the fire-resisting properties of common plaster. After the floor has been constructed, as above described, and a solid slab of wood formed, the inventors drive, at close intervals, into the under surface of the floor forming the ceiling below, a number of flat-headed nails; this forms a key for the plaster, and the ceiling is then plastered in the ordinary way, with a good thick coat of common plaster, care being taken to use a tough plaster that will not shrink and crack, rather than a hard and brittle one. This coat of plaster would resist an immense heat, until it became calcined and red hot itself, but even then the under-surface of the wood becomes only charred with the heat of the plaster, and its strength remains unimpaired for a very long period; in fact, a floor so constructed is as perfectly fireproof as it is possible to obtain. Another method of keying the plaster is by a system of dovetails formed in the wood. And the inventors state, in addition to its other advantages, it is perfectly noiseless in use, and in any room or building where it is applied as a floor the sound of feet is scarcely heard, whilst in the rooms below the sounds made above are unheard, the floor being in all respects practically sound-proof.

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

BYRNE—May 9, at 13, The Lawn, Balham, the wife of E. Widdington Byrne, barrister-at-law, of a daughter.

OSBORNE—May 5, at The Mount, Houghton, near Shifnal, Salop, the wife of Henry John Osborne, solicitor, of a daughter.

SAMPSON—May 7, the wife of T. E. Sampson, of Waterloo, near Liverpool, solicitor, of a son.

#### DEATHS.

REID—May 2, Amelia, the beloved wife of William Reid, of No. 2, Raymond-buildings, Gray's-inn, aged 31.

BOWCLIFFE—May 3, at Stogumber, Somerset, Charles Edward Rowcliffe, aged 54.

SHEPPARD—May 2, at Battle, Sarah Ann, the beloved wife of Charles Sheppard, solicitor, aged 33.

### LONDON GAZETTES.

#### Winding up of Joint Stock Companies.

FRIDAY, May 4, 1877.

##### UNLIMITED IN CHANCERY.

South of France Pottery Works Syndicate.—By an order made by V.C. Bacon, dated April 27, it was ordered that the above works be wound up. Kisch and Co, Chancery lane, solicitor for the petitioners

##### LIMITED IN CHANCERY.

Langham Skating Rink Company, Limited.—By an order made by the M.R., dated April 21, it was ordered that the above company be wound up. Edmunds, Bedford row, solicitor for the petitioners

New Prince of Wales Slate Company, Limited.—Petition for winding up, presented May 2, directed to be heard before the M.R. on May 12. Brooke, Lincoln's inn fields, agent for Turner and Allanson, Carnarvon, solicitors for the petitioner

North-Western Railway of Monte Video Company, Limited.—Petition for winding up, presented May 2, directed to be heard before V.C. Hall on Friday, May 18. Norton and Co, Coleman st, solicitors for the petitioner

Patent Davit and Boat Detaching Company, Limited.—V.C. Bacon has fixed May 14, at 12, at his chambers, as the time and place for the appointment of an official liquidator

TUESDAY, May 8, 1877.

##### LIMITED IN CHANCERY.

Bishwold Collieries, Limited.—Petition for winding up, presented May 2, directed to be heard before V.C. Malins on Friday, May 18. Webb, Queen Victoria st, solicitor for the petitioner

David Lloyd and Company, Limited.—By an order made by V.C. Malins, dated April 27, it was ordered that the voluntary winding up of the above company be continued. Tucker and Lake, Serle st, Lincoln's inn fields, agents for Wragge and Co, Birmingham, solicitors for the petitioners

Heathcote Nurseries Company, Limited.—V.C. Malins has, by an order dated May 1, appointed Frederick Perigal, Devonshire villas, Kilburn, to be official liquidator

Jamaica Fire Company, Limited.—Petition for winding up, presented May 4, directed to be heard before V.C. Hall on May 18. Devonshire, Frederick's place, Old Jewry, solicitor for the petitioners

J. H. Dawson and Company, Limited.—Petition for winding up, presented May 5, directed to be heard before V.C. Malins, on Friday May 18. Clarke and Co, Lincoln's inn fields, agents for Fussell and Co, Bristol, solicitors for the petitioners

Lindridge Colliery Company, Limited.—By an order made by V.C. Hall, dated April 27, it was ordered that the voluntary winding up of the above company be continued. Randall and Angier, Gray's, inn place, solicitors for the petitioner

South Llanharan Colliery Company, Limited.—Petition for winding up, presented May 1, directed to be heard before V.C. Hall on Friday, May 18. Jenkinson and Co, Corbet court, Gracechurch st, solicitors for the petitioners

Standfield's Patent Cab Company, Limited.—Creditors are required, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to Arthur Cooper, George st, Mansion House. Monday, July 2, at 12, is appointed for hearing and adjudicating upon the debts and claims

#### Friendly Societies Dissolved.

TUESDAY, May 8, 1877.

Friendly Society, Bull's Head, Inkberrow, Worcester. May 3  
Victoria Lodge, No. 3, Agricultural Loyal Reformed Order of Odd Fellows, Sharehill, Wolverhampton. May 2

#### Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, April 27, 1877.

Atloff, Joan Georges, New Bond st, Bookmaker. May 25. Atloff v Mesurcur, M.R. Bird, Southampton st, Bloomsbury

Gray, George, Holy Island, Northumberland, Gent. May 31. Gray v Powell, V.C. Hall. Markby and Co, Coleman st

Lloyd, Ann, Cardiff, Glamorgan. June 1. Coleman v Lloyd, V.C. Hall. Dalton and Co, Cardiff

Price, Jonathan, Earl Shilton, Leicester, Farmer. May 24. Moxon v Price, V.C. Bacon. Preston, Hincley

Stockman, Richard, St Mary Church, Devon, Farmer. May 25. Memory v Stockman, M.R. Bishop, Torquay

TUESDAY, May 1, 1877.

Baistow, Abram, Bradford, York, Yeoman. May 25. Suddards v Baistow, V.C. Bacon. Chambers, Brighouse

Hawes, William, Leadenhall st, Optician. May 29. Lowe v Hawes, V.C. Hall. Jenkinson and Co, Corbet court, Gracechurch st

Minns, John, Thwaite, Norfolk, Yeoman. May 31. Moore v Minns, V.C. Malins. Hartcup, Bungay

Richards, William, Swanes, Glamorgan, Gent. May 31. Richards v Richards, V.C. Hall. David, Swanes

Wilcocks, Mary Ann, Newbridge, Hants. May 25. Tomkins v Cheesman, M.R. Hudson, Furnival's inn, Holborn

Williams, Edward, Erdington, Warwick. May 23. Williams v Williams, V.C. Bacon. Poinson, Birmingham

FRIDAY, May 4, 1877.

Beable, Ann, Ugborough, Devon. June 4. M.R.—Next of kin

Curling, Harriet, Curzon st, Mayfair. June 1. Curling v Weymouth, M.R. Hodgson, Salisbury st, Strand

Eaton, Charlotte, Torquay, Devon. June 4. Eaton v Willis, M.R.: Phillips, Stamford

Feilden, Robert, Dulas Court, Hereford, Lieut-Col. June 11. Feilden v Feilden, V.C. Hall. Beddoe, Hereford

Wormwell, Luke, Knar End, nr Colne, Lancashire, Farmer. May 29. Wormwell v Wormwell, District Registrar, Preston. Acroft, Preston

TUESDAY, May 8, 1877.

Bowles, James, Mark lane, Stationer. June 7. Cripps v Kealey, V.C. Hall. Hine and Co, College hill, Cannon st

Comley, John, Kingston-upon-Thames, Surrey, Brewer. June 2. Taylor v Lamb, V.C. Malins. Crafter, Blackfriars rd

Merson, Andrew, Claude rd, Peckham Rye, Gent. June 5. Glass v Merson, M.R. Harwood, Cannon st

Roberts, John, Colfryn, Llansaintffraid, Montgomery, Farmer. June 1. Roberts v Turner, V.C. Hall. Minshalls and Jones, Oswestry

Wayne's Merthyr Steam Coal and Iron Works, Limited. June 11. Rodewald v Wayne's Merthyr Steam Coal and Iron Works, Limited, V.C. Malins. Upton, Austrians

#### Creditors under 22 & 23 Viet. esp. 35.

Last Day of Claim.

TUESDAY, April 24, 1877.

Anderson, Mary, Devonshire st, Mile End. May 31. Paterson and Co, Bouverie st, Fleet st

Atkinson, Matthew Hall, Eliot park, Blackheath, Shipowner. June 7. Stibbard and Co, Fenchurch st

Bein, Emma, Felham crescent, Brompton. June 30. McMillin, Bloomsbury sq

Bastard, Charles James, Bury Buntingford, Hertford, Gent. June 1. Lane and Andrews, Essex st, Strand

Benwell, James, Farleigh rd, Stoke Newington, Gent. May 3. Layton, and Co, Budge row

Blades, James, Everton, Liverpool. June 3. Whitley and Maddock, Liverpool

Burrough, Thomas, Park Farm, Somerset, Yeoman. May 19. Baker, Ilminster

Chorlton, Betty, Pendleton, Lancashire. May 31. Earle and Co, Manchester

Cole, John, Rutland gate, Hyde park, Esq. May 19. Cole, Essex st, Strand

Cuff, William Fitchett, Merriott, Somerset, Esq. June 2. Baker, Ilminster

Davidson, James, Union rd, Clapham, Gent. July 1. Stevens and Co, Coleman st

Dore, John Osmond, Moonstoke, Hants, Gent. June 20. Blackmore and Son, Alresford  
 Fowler, William, Cardiff, Glamorgan, Coal Merchant. June 16. Morris and Son, Cardiff  
 Fryer, Elizabeth, Barrow hill, Gloucester. June 9. Jones and Richards, Gloucester  
 Gibson, Mary, Leamington, Warwick. June 20. Brittan and Co, Bristol  
 Groome, Edward, Goswell rd, Gent. May 24. Goldring and Jukes, Southampton st, Bloomsbury  
 Haytham, Rev John, Lazonby, Cumberland. June 21. Mounsey, Carlisle  
 Hodgson, James, St Bees, Cumberland, Gent. May 31. Brockbank and Helder, Whitehaven  
 Le Messurier, Augustus Smith, Upper Baker st, Regent's park, Esq. June 30. Watson, Dyers' Hall, Dowgate hill  
 Norworthy, Lucy, Pinkney's Green, Berks. June 1. Elliott, Verulam buildings, Gray's inn  
 Rowley, Mary, Burslem, Stafford. May 21. Hulme, Burslem  
 Smith, William, Holmer, Salop, Farmer. May 31. Phillips, Shifnal  
 Taylor, Dame Eliza, Clarendon place, Hyde park. June 19. Francis, Austinfriars  
 Tingle, Alfred, Sheffield, Grocer. May 21. Rodgers and Co, Sheffield  
 Van Hagen, Harriet, Leckhampton, Gloucester. July 20. Rickards, Crown court, Old Broad st  
 Williams, Mary, Birkenhead, Cheshire. June 6. Miller and Co, Liverpool  
 Worwick, John, Newchurch, Lancashire, Shopkeeper. May 18. Hargreaves and Knowles, Newchurch

FRIDAY, April 27, 1877.

Adams, George Anthony, Wimborne, Dorset, Gent. July 2. Dickinson, Poole  
 Arden-Gorwyn, John Lambert, Kingston, Somerset, Esq. June 1. Easton, Taunton  
 Ashmore, Theresa Susannah, Yardley, Worcester. June 1. Beale and Co, Birmingham  
 Bassett, George, Gloucester rd, Regent's park, Esq. June 23. Burn and Galloway, Gresham st  
 Bent, John, Dudley, Worcester, Auctioneer. June 21. Sanders and Smith, Dudley  
 Betts, John, Swansea, Glamorgan, Aerated Water Manufacturer. May 20. William Butt, Page st, Swansea  
 Bilzard, Maria, Cheltenham, Gloucester, Teacher in Drawing. June 1. Cheshyre, Cheltenham  
 Bowden, William, Als hill, Ashton-under-Lyne, Lancashire, Farmer. May 22. Hibbert, Hyde  
 Brian, Robert, Birmingham, Butcher. July 20. Robinson and Son, Birmingham  
 Brooke, Caroline, Middleton Hall, Carmarthen. May 31. Barker, Carmarthen  
 Brooks, Henry, Cheetham, Lancashire, Telegraph Engineer. May 31. Leigh, Manchester  
 Brown, Edwin, Burton-on Trent, Stafford, Bank Manager. May 31. Goodger, Burton-on Trent  
 Brown, James, Sheffield, Gent. May 31. Ibbotson, Sheffield  
 Brunton, George, Ryal, Worcester, out of business. May 1. Coventry, Upton-upon-Avon  
 Buck, Daniel, Birmingham, Glass Merchant. June 1. Robinson and Son, Birmingham  
 Butler, William, Broad Oak, Gloucester, Farmer. May 25. Cooke, Gloucester  
 Camp, Alice, St Thomas, Devon. June 1. Fryer, Exeter  
 Gifford, Sir Augustus, Ryde, Isle of Wight, Bart. June 1. Currey and Co, Great George st, Westminster  
 Cockburn, Robert, Gutter lane, Packing Case Maker. June 20. Wild and Co, Ironmonger lane, Cheapside  
 Dowdall, Thomas, Liverpool, Share Broker. June 6. Radcliffe and Smith, Liverpool  
 Edwards, Robert, Wotton rd, Deptford, Wood Merchant. June 8. Marchant and Purvis, George yard, Lombard st  
 Faulkner, James, Coulson st, King's rd, Chelsea, Gent. May 21. Cole and Jackson, Essex st, Strand  
 Fielder, Mary Ann, Bury st, Clerkenwell, Chandler. June 10. Philbrick, Basinghall st  
 Gutch, William, Broughton, Hants, Gent. May 31. Wilson and Co, Salisbury  
 Hobhouse, Thomas Benjamin, United Union Club, Pall Mall, Esq. May 22. Phelps and Woodroffe, Red Lion sq  
 Hocking, Samuel, Lower Rosewarne, Cornwall, Civil Engineer. June 1. Daniell, Camborne  
 Howe, Frederick Uniacke, Assistant Paymaster H.M.S. Asia, at Portsmouth. May 25. Hallett, St Martin's place, Trafalgar sq  
 Howling, Thomas Christopher, Stratford, Essex, Gent. June 1. Lowless and Co, Martin's lane, Canon st  
 Hoyland, George, Liverpool, Book Keeper. June 1. Brabner and Court, Liverpool  
 Jefferson, Edward, Pontefract, York, Gent. June 2. Arandel and Son, Pontefract  
 Lazarus, Fanny, Warrington crescent, Maida Vale. July 25. Sydney, Finsbury circus  
 Lingham, Dolphin Price, Hungerford rd, Camden rd, Gent. May 25. Helder and Co, Verulam buildings, Gray's inn  
 Marshall, Henry, Bedford, Timber Merchant. May 31. Smith, Lincoln's inn fields  
 Meade, Lady Rose Maria Arabella Sarah, Tunbridge Wells, Kent. June 30. Andrew and Cheadle, Tunbridge Wells  
 Nicholls, John, Birmingham, Gent. June 1. Beale and Co, Birmingham  
 O'Neil, Andrew, Gole, York. June 20. Humphrys, Hertford  
 Parsons, Robert, Taunton, Somerset, Tanner. June 1. Easton, Taunton  
 Payne, Jane, Hockering, Norfolk, Farmer. May 21. Blake and Co, Norwich  
 Setchell, Sarah Janet, Thayer st, High st, Marylebone. May 20. Grover and Humphreys, King's Bench walk, Temple  
 Sharp, Robert, Newcastle-upon-Tyne, Butcher. June 1. Joel, Newcastle-upon-Tyne  
 Siler, John Edward, Brighton, Sussex. June 30. Woods and Dempster, Brighton

Sladen, James, Hollingworth Lake, Lancashire, Licensed Victualler. May 31. Jackson, Rochdale  
 Smith, James, Stockton-on-Tees, Durham, Gent. May 31. Newby and Co, Stockton-on-Tees  
 Smith, John, Ludlow, Gent. June 30. Lloyd, Leominster  
 Smith, Mary, Ludlow. June 30. Lloyd, Leominster  
 Spencer, Alice, Hertford. May 31. Atwell, Old Broad st  
 Speoner, Samuel Woolley, Spital sq. June 1. Wolfe, Passaraster row  
 Stubbings, Hannah, Cambridge. May 19. Holben, Cambridge  
 Summerfield, Joseph, Kingston-upon-Thames, Surrey, Italian Warehouseman. June 2. Walter and Durham, Kingston-upon-Thames  
 Taylor, Henry, Colchester, Essex, Wine Merchant. May 30. Tarnar and Co, Colchester  
 Thirst, Joseph John, Canterbury rd, Kilburn, Builder. May 31. Chantrell and Co, Lincoln's inn fields  
 Tylor, Joseph Savory, Bath, Somerset, Doctor of Medicine. June 1. Berry and Binn, Chancery lane  
 Vaul, William, sen, Cambridge, Whitesmith. May 19. Ellison and Burrows, Cambridge  
 Waring, Reginald, Copford, Essex, Gent. June 28. Wren, Fenchurch st  
 White, James, Princes st, Stamford, Licensed Victualler. June 24. Whites and Co, Little Trinity lane, Queen Victoria st  
 Woods, Edward Hunter, Walton, Suffolk. May 31. Bilton, Colman st  
 Wydhams, Thomas Heathcote Gerald, Oxford. May 19. Morrell and Son, Oxford  
 Young, John, Lordship rd, Stoke Newington, Architect. June 15. Faine and Co, Gresham House, Old Broad st

TUESDAY, May 1, 1877.

Bradbrook, Robert, West Bergholt, Essex, Farmer. June 30. Howard and Co, Colchester  
 Charrington, Charles, Mile End, Brewer. June 7. Loxley and Morley, Cheapside  
 Cope, Robert, Ross, Hereford, Gent. July 1. Osborne, Ross  
 Davidson, William, Gateshead, Durham, Provision Merchant. June 30. Clayton and Gibson, Newcastle-upon-Tyne  
 Ellis, Sarah, Belais rd, Hampstead. May 17. Walker, Fitzroy st, Fitzroy sq  
 French, William Nathaniel, Newcombe st, Notting hill, Bricklayer. June 1. Cowdell and Co, Budge row  
 Griffith, Charles, Newcastle-upon-Tyne. June 8. Griffiths and Co, Newcastle-upon-Tyne  
 Griffin, Hugh Davies, Caerhan, Carnarvon, Esq. July 1. Gold and Co, Denbigh  
 Groves, Hannah, Bristol. July 21. Benson and Thomas, Bristol  
 Humphries, Charles, Garston, nr Liverpool, Chemist. June 30. Keightley and Banning, Liverpool  
 Hutson, Rev Rufus, Shaldon, Devon. May 31. Smith and Co, Crediton  
 Ingaton, Henry, Eton, Buckingham, Gent. May 31. Phillips and Randle-Ford, Windsor  
 Jones, Thomas, St Alban's rd, Kentish Town, Draper. June 30. Poole, Bartholomew close  
 Kilner, William, Liverpool, Cartowner. June 12. Johnson, Liverpool  
 Lindsey, Right Hon George Augustus Frederick Albarmarie, Earl of, Uffington House, Lincoln. June 26. Wing and Da Cane, Gray's inn sq  
 Lufkin, Charles, Furseigh, Essex, Baker. June 16. Digby and Co, Maldon  
 Nicholls, Benjamin, Manchester, Esq. June 30. Sale and Co, Manchester  
 Owin, William, Rowell, Northampton, Retired Farmer. May 23. Lamb, Kettering  
 Prince, Dorothy, Patrick Brompton, York. June 1. Teale, Leyburn  
 Round, Edward Augustus, Colchester, Essex, Esq. June 1. Turner and Co, Colchester  
 Tew, Edward, Crofton Hall, York, Esq. June 30. Scholey and Co, Wakefield  
 Walker, Mary Ann, Margate, Kent. June 12. Lewin and Co, Southampton st, Strand  
 Wilde, Julia Pelews Hoford, Uckfield, Sussex. May 31. Maraby and Co, New sq, Lincoln's inn  
 Wilm, Thomas, Londonderry, York, Shoemaker. May 21. Fryer, West Hartlepool

#### Bankrupts.

FRIDAY, May 4, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Henderson, John Travers, Porchester rd, Westbourne park, Fruiterer. Pet May 2. Spring-lice. May 5 at 2  
 Pearce, George Ambrose, Mitre court, Fleet st, Licensed Victualler. Pet April 30. Brougham. May 15 at 12  
 Stringer, William, Judd st, King's cross, Coal Merchant. Pet Feb 22. Pepps. May 16 at 12

To Surrender in the Country.

Clark, John, Idlo, York, Butcher. Pet May 1. Robinson. Bradford. May 18 at 9  
 Hodgson, Joseph, Newcastle-upon-Tyne, Sand Merchant. Pet May 1. Mortimer. Newcastle. May 17 at 4.30  
 Oman, David, Redley, nr Leeds, Cowkeeper. Pet May 2. Marshall. Leeds. May 24 at 11  
 Siro, Desidario, Liverpool, Merchant. Pet April 30. Bellringer. Liverpool. May 16 at 12  
 Wainwright, Ann, and John William Maek, New Mills, Darby, Paper Machinery Makers. Pet May 2. Hyde. Stockport. May 14 at 11

TUESDAY, May 8, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Biddy, Benjamin, Prisoner for Debt in Holloway Prison. Pet May 4. Keete. June 4 at 11



Sheppard, Henry, Hemingford, Barnaby ry, Paper Manufacturer. Pet May 4. Keene. June 4 to 12

#### To Surrender in the Country.

Clark, William Stephen, and Benjamin Cheetham, Cheetham, Manchester, Joiners. Pet May 3. Salford, May 23 at 11  
Dean, Henry, jun, Deddington, Oxford, Surveyor. Pet May 5. Bishop. Oxford, May 26 at 12  
Dootson, John, Hindley, Lancashire, Bricklayer. Pet May 8. Woodcock. Wigan, May 25 at 11  
Harvey, William Meadows, Boston, Lincoln, Grocer. Pet May 3. Staniland. Boston, May 24 at 12  
Hutcock, Holled Darrell Cave Smith, Box, Wilts, D.D. Pet May 1. Smith. Bath, May 19 at 11  
Hughes, William, Garthwiche, Denbigh, Farmer. Pet May 1. Jones. Bangor, May 23 at 2  
Lamyman, George, Royston, Cambridge, Hay Dealer. Pet April 30. Eaden. Cambridge, May 22 at 12  
Langley, William, Eye, Northampton, Builder. Pet May 5. Gaches. Peterborough, May 26 at 11  
Rusheford, John Dawson, Malpas rd, New cross, Banker's Clerk. Pet May 4. Pitt-Taylor. Greenwich, May 25 at 2  
Simpson, Job, Fifehol, Lincoln, Thrashing Machine Owner. Pet May 2. Staniland. Boston, May 24 at 12.30  
Sudlow, William Eli, Stockport, Lancashire, Engineer. Pet May 4. Hyde. Stockport, May 28  
Weekley, William Elkanah, Bulman village, Northumberland, Butcher. Pet May 5. Newcastle, May 19 at 11

#### BANKRUPTCIES ANNULLED.

FRIDAY, May 4, 1877.

Bell, Thomas Charlton, Newcastle-upon-Tyne, Wine Merchant. May 2  
Smith, Joseph, Dormington, Salop, out of business. May 1

TUESDAY, May 8, 1877.

Campbell, Alexander Francis, Great Plumstead, occupation. April 13  
Clement Francis, Swansea, Bookseller. May 2  
Kilmer, William, Oldham, Accountant. Oct 27

#### Liquidations by Arrangement.

##### FIRST MEETINGS OF CREDITORS.

FRIDAY, May 4, 1877.

Akers, Arthur, Birmingham, Tailor. May 16 at 3 at offices of Jaques, Cherry at, Birmingham  
Allen, George, Hartlepool, Durham, Clothier. May 22 at 12 at offices of Todd, Town Wall, Hartlepool  
Bateman, James George Joseph, Norwich, Currier. May 12 at 11 at the Inns of Court Hotel, High Holborn. Tillet, Norwich  
Beckton, James George, Whitby, York, Civil Engineer. May 18 at 11 at offices of Thornton, Whitby  
Beddoe, John, Stoneditch Mill, Pembroke, Miller. May 12 at 10.15 at offices of Griffiths and Green, St Mary st, Carmarthen  
Berry, Edward, Birmingham, Wine Merchant. May 14 at 3 at offices of Rowlands and Bagnall, Colmore row, Birmingham  
Birch, Richard, Hulme, Lancashire, Soap Manufacturer. May 19 at 3 at offices of Gardner, Brown st, Manchester  
Blackford, Edward, jun, King st, Covent garden, Outfitter. May 21 at 11 at King st, Covent garden. Tattershall  
Bosson, Bertram Thomas, Hastings, Sussex, Plumber. May 16 at 12 at the Bridge House Hotel, London bridge. Langham and Son, Hastings  
Boudry, Charles, Hartshay, Derby, Spelter Manufacturer. May 30 at 2 at offices of Tyndall and Tyndall, Waterloo st, Birmingham  
Boyes, William, Birmingham, Coach Spring Manufacturer. May 15 at 3 at offices of Jaques, Cherry st, Birmingham  
Broadhurst, William, New Mills, Derby, Manager of Bleach Works. May 23 at 3 at offices of Reddish and Lake, Bridge st, Stockport  
Brookbank, Thomas Rose, Barnsley, York, Boot Dealer. May 17 at 11 at offices of Senior, Regent st, Barnsley  
Brown, William, Bruntingthorpe, Leicester, Farmer. May 18 at 12 at offices of Haxby, Baker st, Leicester  
Cann, Richard, Molland, Devon, Innkeeper. May 16 at 3 at offices of Chanter and Co, Bridge Hall chambers, Barnstaple  
Closs, Robert, Darlington, Durham, Builder. May 17 at 11.30 at offices of Clayhills, Clonscliffe rd, Darlington  
Collett, John, Ston Wood, Oxford, Farmer. May 24 at 11 at offices of Mallam, High st, Oxford  
Conroy, Robert, Hulme, Lancashire, Coach Builder. May 17 at 2 at offices of Rideal, Brazenose st, Manchester  
Cressland, Edward, Yealand Conyers, Lancashire, Manager of Lime Works. May 17 at 12 at offices of Johnson and Tilly, Sun st, Lancaster  
Davie, Rev. George John, Market Bosworth, Leicester. May 19 at 2 at the Grammar School, Market Bosworth. Hollier, Market Bosworth  
Dean, Charles, Snelinton, Nottingham, Hosiery Manufacturer. May 16 at 12 at offices of Richards, Weekday Cross, Nottingham  
Dobson, Christopher, Kirby Lonsdale, Westmorland, Miller. May 18 at 11 at the Queen's Hotel, Carnforth. Gregg, Kirby Lonsdale  
Dove, John, Tynemouth, Northumberland, Farmer. May 23 at 2 at offices of Ebdon, Newcastle-upon-Tyne  
Durrant, Jonathan, Norwich, Draper. May 16 at 3 at offices of Said and Linsay, Theatre st, Norwich  
Edsall, Alfred, Drimpton, Dorset, Accountant. May 22 at 11 at the George Inn, Broadwinsey. Budge, Crewkerne  
Emdin, William Henry, Newgate st, Picture Frame Manufacturer. May 23 at 3 at 111, Cheapside. Ashurst and Co, Old Jewry  
Errington, William, and Peter Lawson, Jarrow, Durham, Clothiers. May 14 at 2 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne  
Evans, David, Cymmer Glyncorrwg, Glamorgan, Innkeeper. May 14 at 12 at offices of Leyson, Bridge st, Neath  
Evans, Frederick Louis, Swansea, Glamorgan, Appraiser. May 21 at 2 at the Queen's Hotel, St Mary's st, Cardiff. Smith, Cheltenham  
Evans, William, Merthyr Tydfil, Glamorgan, Grocer. May 18 at 11 at offices of Price, Thomas st, Merthyr Tydfil

Goodman, Thomas, Leeds, Potato Merchant. May 17 at 3 at offices of Pullan, Bank chambers, Park row, Leeds  
Goodwin, Herbert, Stretford, Lancashire, Commercial Traveller. May 19 at 11 at offices of Hodgson, Tib la ne, Manchester  
Graham, John, Liverpool, Grocer. May 16 at 3 at offices of Lynch and Teebay, Lord st, Liverpool  
Gwynner, William, North Shields, Northumberland, Hardwareman. May 17 at 11 at offices of Keenlyside and Forster, Granger st west, Newcastle-upon-Tyne  
Hampster, Josiah, Watford, Hertford, Grocer. May 14 at 12 at offices of Isard and Betts, Eastcheap. Willicombe, Fenchurch st  
Hardaker, Joseph, Pudsey, York, Cloth Manufacturer. May 15 at 3 at offices of Pullan, Bank chambers, Park row, Leeds  
Harris, William, Barton-on-Trent, Stafford, Painter. May 16 at 11 at the Midland Hotel, Station st, Barton-on-Trent. Taylor, Barton-on-Trent  
Harris, George Francis, Stroud, Gloucester, Stationer. May 16 at 11 at the County Court, Stroud. Ball and Son, Stroud  
Hawkes, John, The Lodge, Hornsey rise, Builder. May 23 at 3 at offices of Hand, Guildhall chambers  
Heywood, David, Bolton, Lancashire, Coal Agent. May 15 at 11 at offices of Walker, Nelson sq, Bolton  
Hinks, Henry, Hampton Lucy, Warwick, Farmer. May 15 at 12 at offices of Wright and Hassall, Dormer place, Leamington  
Holder, George Thomas, Kingston-upon-Hull, Butcher. May 11 at 12 at St Mary's chambers, Lowndes, Kingston-upon-Hull. Thorp  
Holman, Henry Grey, Ore, Sussex, Baker. May 16 at 11 at the Bridge House Hotel, London bridge. Langham and Son, Hastings  
Hore, Peter William, and George Evans, Harp lane, Great Tower st, Lightermen. May 23 at 12 at offices of Moss, Graecuchurch st  
Horsfield, John, and Alfred Wilman, Savile Town, nr Dewsbury, York, Woollen Manufacturers. May 17 at 3.30 at the Wellington Hotel, Dewsbury. Scholes and Son, Dewsbury  
Howey, Robert George, Sunderland, Durham, Jeweller. May 19 at 12 at offices of Lawson and Robinson, Villiers st, Sunderland  
Humphris, Christiana Fanny, Cheltenham, Gloucester. May 16 at 11 at offices of Pruen, Regent st, Cheltenham  
Hurworth, David, Sunderland, Durham, Ale Merchant. May 21 at 11 at offices of Graham, John st, Sunderland  
Jackson, Christopher, sen, and Christopher Jackson, jun, Milk st, Cheapside, Licensed Victuallers. May 17 at 3 at offices of Leary and Co, Finsbury place south  
Jackson, John, Liverpool, Paint Manufacturer. May 18 at 2 at offices of Morecroft, Castle st, Liverpool  
Jones, Richard, Cwmavon, Glamorgan, Greengrocer. May 18 at 3 at offices of Tennant and Jones, Aberavon  
Jones, William Ross, Cwmnach, Aberdare, Glamorgan, Tailor. May 17 at 11 at offices of Richards, Canon st, Aberdare  
Kemp, Alfred, Frome, Somerset, Draper. May 18 at 3 at offices of Dodd, Friar st, Reading  
Ker, Charles John Innes, Jermyn st, Lieut.-Col. in H.M.'s Army. May 14 at 3 at the Inns of Court Hotel, Holborn. Lumley and Lumley, Conduit st, Bond st  
King, Henry, Birmingham, Beer Retailer. May 15 at 11 at offices of Webb and Sponcer, Bennett's hill, Birmingham  
Kirby, William, Catherine st, Covent garden, Gas Fitter. May 14 at 2 at offices of Howse, Red Lion sq, Holborn. Morris, Red Lion sq  
Langridge, George William, Bath, Stay Manufacturer. May 17 at 12 at 1, Manvers st, Bath. Simmons and Clark  
Lawrence, Joseph, Whigitt, York, Joiner. May 17 at 3 at offices of Hind, Goolle  
Leader, Robert, Scarborough, Painter. May 18 at 11 at offices of Richardson, Queen st, Scarborough  
Lee, William Kelly, Exeter, Draper. May 19 at 12 at the Castle Hotel, Castle st, Exeter. Floud, Exeter  
Lewis, Mary Thomas, Clevedon, Somerset, Tin Plate Manufacturer. May 17 at 11 at offices of Lloyd, Bank chambers, Newport  
Leyland, Samuel, Huyton, nr Liverpool, Builder. May 10 at 11 at offices of Lupton, Harrington st, Liverpool  
Loader, James Frederick, Kyde, Isle of Wight, Grocer. May 17 at 3 at the Inns of Court Hotel, Holborn. Urry  
Lockhart, Robert, and Robert Dempster, Liverpool, Merchants. May 23 at 2 at the Law Association Rooms, Cook st, Liverpool. Martin, Liverpool  
Lyth, Eliza, Burslem, Stafford, out of business. May 14 at 11 at offices of Tompkinson and Farnival, Hanover st, Burslem  
Manaton, Oliver Steeman, Heckmondwike, York, Law Clerk. May 18 at 10.30 at offices of Raw, Farnival's inn, Holborn. Deane, Batley  
Marchant, Edward, South Shields, Clothier. May 24 at 11.30 at the Royal Hotel, South Shields. Bell, South Shields  
Matheson, John, Birmingham, Draper. May 11 at 3 at offices of Maher and Poncia, Temple st, Birmingham  
May, William Henry, Southampton, no occupation. May 14 at 3 at offices of Shatto, Portland st, Southampton  
Mawdesley, Ann, Shaw, nr Oldham, Cotton Spinner. May 18 at 3 at offices of Grundy and Kershaw, Booth st, Manchester  
Meacham, James Edwin, Birmingham, Chemist. May 23 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham  
Merricks, Samuel, and Edward Merrick, Chichester, Grocers. May 17 at 3 at offices of Arnold, East st, Chichester  
Middley, Henry, Salford, Grocer. May 19 at 11 at the Thatched House Hotel, Newmarket place, Market st, Manchester. Robson, Manchester  
Miles, Samuel, Swansea, Builder. May 15 at 3 at offices of Beer and Kennard Bill, York place, Swansea  
Minty, Eliza, Bath, Greengrocer. May 23 at 2 at offices of Collins, Abbey churchyard, Bath  
Morley, Thomas, Halifax, Licensed Victualler. May 18 at 11 at offices of Leeming, George st, Halifax  
Parker, Edwin, Sheffield, Law Stationer. May 16 at 3 at the rooms of the Sheffield District Incorporated Law Society, Aids court, High st, Sheffield. Burdick and Co  
Peake, Edwin, Sock-upon-Trent, Plumber. May 15 at 12 at the Queen's Hotel, New st, Birmingham. Saunders and Bradbury, Birmingham

Pegley, William, Jun, Braemar st, Green st, Bethnal green, Rope Manufacturer. May 15 at 2 at offices of Harris, Southwark st.

Poole, George, Hednesford Cannock, Stafford, Grocer. May 15 at 11 at offices of Glover, Park st, Walsall.

Poulson, John, Leytonstone, Essex, Builder. May 28 at 2 at the Bell Public House, Leytonstone. Allen and Edwards, Old Jewry.

Price, William Philip, Charles Price, and Philip William Price, Troedyrhiw, Glamorgan, General Dealers. May 18 at 1 at the Grand Hotel, Broad st, Bristol. Simons and Ploes, Merthyr Tydfil.

Proctor, Howard, Halton rd, Islington, Farrier. May 16 at 12 at offices of Yards and Loader, Raymond buildings, Gray's inn.

Ribbons, John Washbourn, Green st, Bethnal green, Grocer. May 15 at 3 at 4, Arthur st east. May and Co, Adelaide place.

Roberts, Emily Ann, Bristol, Picture Frame Maker. May 12 at 11 at offices of Essery, Guildhall, Broad st, Bristol.

Bowley, John, Lichfield, Stafford, Coach Painter. May 15 at 11 at offices of Stanley, Bridge st, Walsall.

Salmon, George, Atherstone-upon-Stour, Warwick, Farmer. May 18 at 12 at the Old Bowling Green Hotel, Warwick. Hosp, Warwick.

Savage, Robert John, Parkside, Knightsbridge, Greengrocer. May 14 at 2 at offices of Coker, Cheapside.

Scott, Daniel, Audley, Stafford, Builder. May 14 at 11 at offices of Tennant, Cheapside, Hanley.

Shadforth, Chester, West Hartlepool, Boot Maker. May 16 at 3 at offices of Simpson, Church st, West Hartlepool.

Smith, James, Bradford, Colliery Proprietor. May 15 at 11 at the Queen's Hotel, Leeds. Singleton, Bradford.

Spendley, John, Spofforth, York, Schoolmaster. May 17 at 12 at offices of Farmery, Knareborough.

Stoate, James, Bristol, Coach Maker. May 16 at 11 at offices of Hancock, Guildhall, Broad st, Bristol. Bowles, Bristol.

Swiburn, Thomas, Whitehaven, Clockmaker. May 18 at 3 at offices of McKelvie, Sandhills lane, Whitehaven.

Taylor, Henry Joshua, Millom, Cumberland, Grocer. May 23 at 3 at Watling's Hotel, Holborn hill, Millom. Butler, Millom.

ayler, John Frederick, Kingston-upon-Hull, Hop Merchant. May 17 at 1 at the Cannon st Hotel. Soles and Co, Aldermanbury.

Thompson, John, Edgward rd, Furniture Dealer. May 21 at 12 at offices of Stevens, Edgward rd, Wallor, Marylebone rd.

Tourner, Augustus Joseph, Cardiff, Potato Merchant. May 23 at 11 at offices of Cory, Church st, Cardiff.

Voat, George Henry, Lower Thames st, Licensed Victualler. May 17 at 3 at offices of Lamb, Old Jewry.

Webb, James Spring, Englefield, Berks, Baker. May 15 at 12 at offices of Beale and Martin, London st, Reading.

Webb, William, Dronfield, Derby, Builder. May 18 at 11 at offices of Mellor, Bank st, Sheffield.

Willy, Rev Parkes, Winchcombe, Gloucester. May 18 at 3 at the El on Hotel, Shrewsbury.

Wilson, Thomas Baylis, Wyle, Suffolk, Farmer. May 23 at 11 at the White Lion Hotel, Eye. Gudgdon.

Winepear, John Emmanuel, Kingston-upon-Hull, Optician. May 22 at 3 at offices of Roberts and Leak, Bowalley lane, Kingston-upon-Hull.

Wormald, Bentley, Northowram village, York, Stone Merchant. May 18 at 11 at offices of Walshaw, Crown st chambers, Halifax.

Tuesday, May 8, 1877.

Agg, Thomas, Pontypool, Mon, Grocer. May 21 at 12 at offices of Dauncey, High st, Newport.

Atkinson, Richard, Ashton-under-Lyne, Boiler Maker. May 23 at 3 at the Pitt and Nelson Hotel, Old st, Ashton-under-Lyne. Toy and Broadbent, Ashton-under-Lyne.

Austin, Samuel, and Henry Austin, Bulwell, Nottingham, Journeyman Joiners. May 28 at 2 at offices of Lees, jun, Middle pavement, Nottingham.

Bail, Thomas, Bloxwich, Stafford, Charter Master. May 19 at 11 at offices of Baker, Bridge st, Walsall.

Barker, William Henry, Sunderland, Durham, Grocer. May 23 at 11 at offices of Blakey, Fawcett st, Sunderland.

Bernhard, Geoffrey Louis, jun, Liverpool, Merchant. May 18 at 10 at offices of Eddy, Lord st, Liverpool.

Brightmore, John George, Victoria place, Stockwell green, Builder. May 24 at 3 at offices of Wood and Hare, Basinghall st.

Brown, George, Belper, Derby, Hosier. May 21 at 2 at 8, York st, Manchester. Milnes, Huddersfield.

Brown, Robert, and John William Eldson, Stony Middleton, Derby, Lime Burners. May 23 at 2 at offices of Broomhead, Bakewell.

Brown, William Jackson, Birkenhead, Cheshire, Hay Dealer. May 21 at 2 at offices of Downham, Market st, Birkenhead.

Bryan, Edward, Meyrick rd, Battersea, and John William Wilby, Essey rd, Shaftesbury Park, Wandsworth, Coal Merchants. May 25 at 3 at offices of Heathfield and Son, Lincoln's inn fields.

Bryant, Edwin, Gloucester, Boot Maker. May 23 at 2.80 at the Bell Hotel, Gloucester. Taynton and Son.

Buckridge, Charles, jun, Bull Stairs, Upper Ground st, Blackfriars, Barge Builder. May 23 at 4 at the Ridler's Hotel, Holborn. Yorks, Marylebone rd.

Bushby, James, Calderberg, York. May 22 at 1 at offices of Waisell, Northallerton.

Byrnes, Richard, Oakley st, Chelsea, Manager to a Sewing Machine Dealer. May 31 at 11 at offices of Berkeley, Marylebone rd.

Creese, Richard, Worcester, Draper. May 18 at 2 at offices of Wood and Caldwell, Exchange chambers, Angel st, Worcester.

Cresley, Thomas Sanders, Stock Orchard crescent, Gent. May 18 at 11 at 14, Cheapside. Attenborough, St Paul's church yard.

Curran, Edwin, sen, Birmingham, Chandelier Maker. May 23 at 3 at offices of Butler and Bickley, Bennett's hill, Birmingham.

Davies, John, Pontardulais, Glamorgan, Malster. May 19 at 11 at offices of Thomas, York place, Swansea.

Davis, Thomas, Birmingham, Retail Brewer. May 19 at 11 at offices of Simmons, Bennett's hill, Birmingham.

Deighton, Charles, Morley, sen, Leeds, Whitesmith. May 22 at 3 at offices of Granger, Bank st, Leeds.

Dixon, William, Road Head, Cumberland, General Dealer. May 22 at 11 at offices of Ramshay and Moie, Brampton.

Evans, David, and Henry Chalinder Evans, Swansea, Colliery Proprietor. May 14 at 11 at 2, Cambrian place, Swansea, in lieu of the place originally named.

Fisher, Thomas Sims, Kingston-upon-Hull, Corn Factor. May 22 at 3 at offices of Woodhouse and Peach, Parliament st, Kingston-upon-Hull.

Fowler, John, Lytham, Lancashire, Draper. May 29 at 3 at the Mitre Hotel, Cathedral yard, Manchester. Hulton and Lister, Manchester.

Freeman, Henry, Portobello rd, Notting Hill, Butcher. May 21 at 11 at offices of Lee, Gresham buildings, Basinghall st.

Goswell, Thomas, Reading, Berks, Builder. May 22 at 11 at offices of Elkins, Forbury, Reading.

Hadden, Thomas, Albany rd, Old Kent rd, Lamp Manufacturer. May 19 at 3 at offices of Mullens, St Andrew's hill, Doctors' commons.

Hall, John, Bloxwich, Stafford, Builder. May 18 at 11 at offices of Baker, Bridge st, Walsall.

Hancox, Herbert Joseph, Sutton Coldfield, Warwick, Coal Merchant. May 17 at 12 at offices of Fallows, Cherry st, Birmingham.

Hansen, Jorgen Christian, Liverpool, Merchant. June 1 at 2 at offices of Banner and Son, North John st, Liverpool. Bateson and Co, Liverpool.

Hatawell, Francis, Salisbury st, Portman Market, out of business. May 31 at 2 at offices of Berkeley, Marylebone rd.

Hawksworth, Martha, Preston, Lancashire, Smallware Dealer. May 24 at 2 at offices of Cooper, Fox st, Preston.

Heare, John, Kingston-upon-Hull, Fish Merchant. May 21 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. Summert, Hull.

Hirschfeld, Sigismund, and Ludvig Thorvald Lowe, Hop and Malt Exchange, Seed Merchants. May 29 at 3 at the City Terminus Hotel, Cannon st. Linklaters and Co, Walbrook.

Hogben, Charles, Chatham, Egg Merchant. May 19 at 11 at offices of Wynond, Rome place, Chatham.

Holmes, Walter, Dewbury, York, Journeyman Card Maker. May 18 at 2 at offices of Watts and Son, Charles st, Dewbury.

Hopkinson, Charles Mary, Manchester, out of business. May 18 at 3 at offices of Bagshaw and Wigglesworth, Chancery lane, Booth st, Manchester.

Hornigold, William, Great Grimsby, Lincoln, Draper. May 23 at 11 at offices of Yarborough Hotel, Great Grimsby. Page, jun, Lincoln.

Hughes, Owen Josephus, Holyhead, Anglesea, Grocer. May 22 at 3 at offices of Sheen and Broadhurst, North John st, Liverpool. Knowles, Liverpool.

Ingham, James, Halifax, York, Yeast Dealer. May 26 at 11 at offices of Walshaw, Crown st chambers, Halifax.

Inglis, William, Middleton, Lancashire, Draper. May 29 at 4 at offices of Best, Lower King st, Manchester.

Jefferies, Thomas, Hanham, Gloucester, Cattle Dealer. May 18 at 2 at offices of Sibby, Exchange west, Bristol.

Johnson, John Wintrip, Low Walker, Northumberland rd, Grocer. May 24 at 12 at the Nevill Hotel, Neville st, Newcastle-upon-Tyne. Stewart, Newcastle-upon-Tyne.

Johnson, William, Cheapside, Mantle Manufacturer. May 23 at 12 at offices of Pinokett, Gutter lane.

Jones, Edward John, Abingdon, Berkshire, Hair Dresser. May 18 at 12 at offices of Bartlett, Abingdon.

Leah, John, Olden-upon-Tyne, Worcester, Farmer. May 18 at 12 at offices of Hill, Foregate st, Worcester.

Lethbridge, William, David st, Baker st, Builder. May 21 at 4 at offices of Yorks, Marylebone rd.

Lewton, Thomas, Bristol, Commission Agent. May 21 at 2 at offices of Salmon and Henderson, Broad st, Bristol.

Lins, William Watson, Brent Pelham, Hertford, Grocer. May 17 at 12 at offices of Baker, Bishops Stortford.

Lloyd, Edward, Gracechurch st, Merchant. May 23 at 2 at offices of Maples and Co, Frederick's place, Old Jewry.

Lloyd, Henry, Birkenhead, Cheshire, Bootmaker. May 18 at 3 at offices of Mawson, Duncan st, Birkenhead. Anderson, Birkenhead.

Lloyd, John Adolphus, Sheffield, General Dealer. May 18 at 3 at offices of Clegg and Son, Bank st, Sheffield.

Lowrie, George, Spenny Moor, Durham, Hosier. May 19 at 11 at offices of Macdonald, Moseley st, Newcastle-upon-Tyne.

McEvoy, Patrick, and James McEvoy, Barnsley, Builders. May 24 at 11 at offices of Freeman, Church st, Barnsley.

McGade, Robert, Ovington, York, Inkseper. May 26 at 12.15 at the King's Head Hotel, Barnard Castle. Waisell, Northallerton.

Morgan, Sarah, New Barnes Farm, Hereford, Farmer. May 18 at 12 at offices of Lamb, Bridge st, Hereford.

Mullen, George, Monkwearmouth, Durham, Boot Dealer. May 18 at 3 at offices of Bell, Lambton st, Sunderland.

Nash, Edward Charles, Egremont, Cheshire, Boot Manufacturer. May 21 at 4 at offices of Snowball and Co, Dale st, Liverpool.

Noden, William, Silverdale, Stafford, Joiner. May 18 at 3 at offices of Hollinshead, Tunstall.

Nugent, Thomas, Gateshead, Durham, Pipe Maker. May 17 at 2 at offices of Sewall, Grey st, Newcastle-upon-Tyne.

Nutt, Andrew Jameson, Newcastle-upon-Tyne, Inkseper. May 29 at 3 at offices of the Newcastle-upon-Tyne Incorporated Law Society, Royal Arcade, Newcastle-upon-Tyne. Stanton and Atkinson, Newcastle-upon-Tyne.

Oldfield, Joseph William, Birmingham, Accountant. May 19 at 11 at offices of Ansell, Waterloo st, Birmingham.

Orr, Thomas, Wells st, Oxford st, Church Finisher. May 24 at 2 at offices of Hunter, Oxford st. Chapman and Co, Lincoln's inn fields.

Parkin, Joseph, and Hannah Parkin, Leeds, Clothiers. May 22 at 3 at offices of Simpson and Surrell, Albion st, Leeds.

Parkinson, William, Ruskington, Lincoln, Saddler. May 22 at 11 at offices of Peake and Snow, Salford.

Pearson, Evan, Vine court, Whitechapel, Cotton Dealer. May 23 at 2 at the Guildhall Coffee House, Gresham st. Robinson and Preston, Lincoln's inn fields.

Purdon, Henry, West Hartlepool, Auctioneer. May 18 at 2 at offices of Todd, Burtess st, West Hartlepool.

Fyne, Alfred, Newport, Mon, Commission Agent. May 23 at 10.15 at offices of David, Tredegar chambers, Newport.

Railton, Lancelot, Stockton-on-Tees, News Vendor. May 28 at 3 at offices of Taylor, Dovecot st, Stockton-on-Tees.

Raven, Thomas, Birmingham, Licensed Victualler. May 17 at 3.30 at offices of Maher and Ponds, Temple st, Birmingham

Roe, Benjamin, Swanage, Dorset, Commission Agent. May 19 at 2.30 at the Crown Hotel, Southampton. Trevanion, Poole

Schofield, Joseph, Haslingden, Lancashire. Dyer, May 18 at 4 at the Albion Hotel, Piccadilly, Manchester. Robar ts, Rochdale

Shakespeare, Joe, Nantwich, Cheshire, Publican. May 18 at 10.30 at offices of Poinson, Market st, Crewe

Sisson, George, Leeds, Boot Dealer. May 19 at 11 at offices of Harle, Bank st, Leeds

Smith, Charles, Leicester, Boot Manufacturer. May 24 at 3 at offices of Shires, Market st, Leicester

Smith, Richard William, Bristol, Printer. May 18 at 3 at the Grand Hotel, Broad st, Bristol. Clifton, Bristol

Smith, William James, Huddersfield, Bookkeeper. May 23 at 3 at offices of Ainley, New st, Huddersfield

Steel, William John, Norwich, Grocer. May 22 at 3 at offices of Sadd and Linay, Theatre st, Norwich

Steward, Richard, Plymouth, Grocer. May 23 at 11 at offices of Square, George st, Plymouth

Stockon, John, Miles Platting, Lancashire, Beerhouse Keeper. May 22 at 3 at 42, Varley st, Miles Platting

Sizer, John, Darby, Clothier. May 29 at 3 at offices of Leech, St James's chambers, Derby

Taylor, Henry George, South row, Kensal New town, Grocer. May 24 at 2 at offices of Gowing and Mandale, Coleman st

Theobald, Henry, Eastbourne, out of business. May 22 at 12 at the Crown Hotel, Lewes. King, Philpot lane

Thorn, James Daniel, Union st, Southwark, Rope Manufacturer. May 19 at 12 at offices of Silvester and Co, Great Dover st, Southwark

Thornes, Benjamin, Kingston-upon-Hull, Seed Crusher. May 21 at 11 at offices of Stead and Sibree, Bishop lane, Kingston-upon-Hull

Turner, Humphrey, Sheffield, Manufacturer of Iron. May 18 at 12 at offices of Patteson, Queen st, Sheffield

Uglov, Rev Theodore Sebastian, Rampside, Lancashire. May 18 at 11 at the Temperance Hall, Ulverston. Jackson

Watkins, Thomas, Brighton, Builder. May 22 at 3 at offices of Goodman, North st, Brighton

Watts, William Edward, Kingston-upon-Hull, Tailor. May 19 at 2 at the George Hotel, Whitefriargate, Kingston-upon-Hull

Webster, George, Chatham, Coal Merchant. May 23 at 2 at the Crown Hotel, High st, Rochester. Shakespeare, King st, Chapside

Wells, Samuel James, Nottingham, Grocer. May 18 at 12 at offices of Belk, Middle pavement, Nottingham

West, Francis, Durham, Grocer. May 18 at 11 at offices of Chambers Sandler st, Durham

Wheeler, Charles Edward, Arley, Warwick, Farmer. May 18 at 11 at the Queen's Hotel, Stephenson st, Birmingham. Clarke, Birmingham

Wicks, Thomas, Preston, Gloucester, Blacksmith. May 18 at 11 at offices of Mullings and Co, Park st, Cirencester

Williams, Ross, Swansea, Innkeeper. May 18 at 11 at offices of Thomas, York place, Swansea

Wisdom, John, Chatham, Butcher. May 25 at 2 at offices of Shakespeare, Chatham Intra, Rochester

Worsley, John, Birkdale, Lancashire, Plumber. May 24 at 3 at offices of Parr and Saddler, Lord st, Southport

Worth, Thomas, Walton-by-Kinote, Leicester, Farmer. May 24 at 3 at offices of Owston, Friar lane, Leicester

## WIPE YOUR FEET.

## BEST DOOR MATS.

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## PAINLESS DENTISTRY.

MR. G. H. JONES,

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Has obtained Her Majesty's Royal Letters Patent for his perfectly painless system of adapting

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BARRISTERS' AND QUEEN'S COUNSEL'S DITTO.

CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS &c  
ESTABLISHED 1699.

94, CHANCERY LANE, LONDON.

LAW UNION FIRE AND LIFE INSURANCE  
COMPANY. Chief Office—126, Chancery-lane, London, W.C.The Funds in hand and Capital subscribed amount to upwards of  
£1,400,000 sterling.Chairman—JAMES CUDDON, Esq., Barrister-at-Law, Goldsmith-build-  
ing, Temple.Deputy-Chairman—C. PEMBERTON, Esq. (Lee & Pemberton), Solicitor  
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Every description of Fire and Life Insurance business transacted.

The Directors invite attention to the new form of Life Policy, which  
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Reversions, whether absolute or contingent.Prospectuses, Copies of the Directors' Report, and Annual Balance  
Sheet, and every information, sent post free, on application to

## ERIE RAILWAY COMPANY.

—At an influential and numerously attended MEETING of the  
Erie shareholders, held at the Guildhall Tavern, THIS DAY, Alder-  
man Sir CHARLES WHETHAM in the chair, the following resolutions  
were passed by a very large majority:"That the scheme proposed by the Reconstruction Trustees is at  
variance with the reciprocal rights of the bond and share holders."That the scheme has failed in its essential primary condition by the  
non-payment of the coupon due September 1, 1876, out of the profits  
of the line."That there is reason to believe that the Erie Company is solvent,  
and that an economical and capable administration of its affairs and  
revenues is alone required for the protection of the shareholders, and  
all classes of the Company's creditors.""That the assessment of the shareholders is unjust and unneces-  
sary, and that its illegality was well known to the trustees, but the  
fact suppressed while enforcing payment by threat of confiscation and  
fine.""That a Shareholders' Committee, consisting of seven members be  
named by the chairman to prepare a scheme for the arrangement of  
the affairs and future administration of the Erie Railway Company  
which shall be just, wise, and effective for the protection in strict  
priorities of all classes of bond and share holders, and to submit the  
same with all possible despatch to a meeting duly called for confirma-  
tion or amendment.""That the best thanks of this meeting be given to Mr. McHenry for  
his statement respecting the position and prospects of the Erie  
Railway Company, and that he be requested to afford to the Committee  
the benefit of his co-operation and advice."

CHAS. JNO. LEE, Hon. Sec.

7 and 8, Poultry-chambers, May 10.

## THE AGRA BANK (LIMITED).

Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON.

BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agra,  
Lahore, Shanghai, Hong Kong.CURRENT ACCOUNTS are kept at the Head Office on the terms cus-  
tomary with London bankers, and interest allowed when the credit  
balance does not fall below £100.DEPOSITS received for fixed periods on the following terms, viz.:—  
At 5 per cent. per annum, subject to 12 months' notice of withdrawal.  
For shorter periods deposits will be received on terms to be agreed  
upon.BILLS issued at the current exchange of the day on any of the Branches  
of the Bank free of extra charge; and approved bills purchased or sent  
for collection.SALES AND PURCHASES effected in British and foreign securities, in  
East India Stock and loans, and the safe custody of the same under-  
taken.Interest drawn, and army, navy, and civil pay and pensions realized.  
Every other description of banking business and money agency,  
British and Indian, transacted. J. THOMSON, Chairman.LONDON GAZETTE (published by authority) and LONDON and  
COUNTRY ADVERTISEMENT OFFICE.

No. 117, CHANCERY LANE, FLEET STREET.

**HENRY GREEN**, Advertisement Agent, begs to  
 direct the attention of the Legal Profession to the advantages  
 of his long experience of upwards of thirty years, in the special in-  
 sertion of all pro forma notices, &c., and hereby solicits their continued  
 support.—N.B. One copy of advertisement only required, and the strictest  
 care and promptitude assured. Officially stamped forms for advertise-  
 ment and file of "London Gazette" kept. By appointment.



## SERJEANTS' INN, FLEET STREET.

Valuable and important Freehold Property, eligible situate No. 13, Serjeants'-inn, formerly called or known by the name of Serjeants'-inn Hall and Chapel, and occupied for many years by the Amicable Society. The premises are substantially built, of handsome, imposing elevation, the front being of stone, with Ionic pillars, approached by a double flight of steps, and contains on the upper floor, four rooms and pantry; on second floor, two good front rooms, two back rooms, water-closet, &c.; on first floor, two large light, and lofty front offices, two back offices, and a middle room; on ground floor, entrance hall, a large and lofty board room, and two offices, with stone staircase to the first floor; on basement, kitchen, scullery, good cellars, and entrance to Lombard-street in the rear. All the rooms on the ground and first floors have handsome Spanish mahogany doors. The property has a frontage to Serjeants'-inn of 51ft. 9in., extends in depth nearly 34ft. to Lombard-street (to which it has another frontage of 47ft.), and occupies an area of about 1,730 superficial feet, and is admirably adapted for a club, public institution, or chambers, with the advantage of immediate possession.

**MESSRS. NORTON, TRIST, WATNEY, & CO.** have received instructions to offer for SALE, at the MART, London, on FRIDAY, JUNE 29th, at TWO o'clock precisely, the above valuable and important FREEHOLD PROPERTY.

May be viewed, and particulars, with plan, had of Messrs. FIELD, SON, & PULLEY, Solicitors, Norwich; at the Mart; and of the Auctioneers, 62, Old Broad-street.

## CITY OF LONDON.

Valuable Freehold Ground-rent of £1,300 per annum, amply secured upon very substantial and newly-erected premises, eligible situate No. 12, Little Tower-street, close to Eastcheap and Rood-lane, with entrance from Mindoe-lane through Adam's-court, and The Avenue, and consisting of numerous suites of first-class offices and show rooms on the ground, first, second, and third floors, and capital wine cellars and packing rooms on the basement and sub-basement. A portion of the premises now produces £1,785 per annum, and the presumed value of the whole property when entirely let is £3,500 per annum, and offers to trustees and capitalists a thoroughly sound and perfectly safe first-class investment.

**MESSRS. NORTON, TRIST, WATNEY, & CO.** are instructed to offer for SALE, by AUCTION, at the MART, on FRIDAY, JUNE 8th, at TWO o'clock precisely (unless previously disposed of), the above important FREEHOLD GROUND-RENT.

Particulars may be had of Messrs. G. & W. WEBB, Solicitors, 11, Austin Friars, E.C.; Messrs. BURCHELL, Solicitors, 5, Broad Sanctuary, Westminster; and of the Auctioneers, 62, Old Broad-street, E.C.

## YATTON, SOMERSETSHIRE.

Nine miles from Bristol, and 2½ miles from Yatton Station of the Great Western Railway.

## CLEEVE COURT ESTATE AND MANOR OR LORDSHIP OF YATTON.

**MR. GEO. NICHOLS** has received instructions from the Trustees of the Will of Robert Castle, Esq., deceased, to offer for SALE by PUBLIC AUCTION, at the COLLEGE-GREEN HOTEL, in the city of BRISTOL, on THURSDAY, the 24th day of MAY, 1877, at ONE for TWO o'clock precisely, in the Afternoon, in One Lot, and subject to conditions of sale,

The beautiful and picturesque RESIDENTIAL ESTATE, known as Cleve Court, situate at Cleve, in the parish of Yatton, in the county of Somerset, comprising a commodious and well-built Mansion, with the Offices, Buildings, Gardens, and Pleasure Grounds thereto belonging; and several Dwelling-houses, Arable and Meadow Lands, Woods, and Plantations, containing in the whole 562a. 2r. 39p., or thereabouts, late in the possession and occupation of the said Robert Castle, and now of his Widow and her Tenants.

Together with the MANOR OR LORDSHIP OF YATTON, with the Rights, Royalties, Chief Rents, Mines, Minerals, Easements, and Appurtenances thereto belonging.

The well-known picturesque scenery of Cleve Toot and Goblin Combe are in the private grounds of the Estate.

There is a large quantity of timber on the Property, and the greater portion of the Estate contains valuable beds of coal, limestone, and iron ore.

Some years since, when the late owner occupied the property, game was preserved and plentiful, and there are still great facilities in extent of woods and otherwise for the preservation of game on the Estate.

The late owner acquired the Estate in numerous purchases, extending over a series of years, and in the result amalgamated valuable properties in a ring fence, and by a large outlay much improved and modernized the Mansion.

The climate of the district is salubrious, and in its entirety the Estate, as a residential one, is highly attractive.

The Property will be sold subject to existing tenancies of parts thereof, details of which will appear in the printed particulars of sale.

Immediate possession of the Mansion and Woods can be given. Photographs of the Mansion and Private Grounds may be seen, and cards to view the Estate, and detailed particulars, obtained on application to the Auctioneer, 35, Broad-street, Bristol.

Messrs. HORE & MONKHOUSE, Solicitors, 5, Commerce-chambers, Lord-street, Liverpool; or Messrs. SALMON & HENDERSON, Solicitors, 50, Broad-street, Bristol.

**MESSRS. DEBENHAM, TEWSON & FARMER'S** LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Bent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Ground-rent (on the Middleton Estate, Dalston) of £40 a year; held for nearly seventy years to run at a peppercorn rent, therefore almost equal in value to freehold.

**MESSRS. DEBENHAM, TEWSON, & FARMER**

are instructed by Trustees of Henry Curling Tryon, Esq., deceased, to SELL, at the MART, on TUESDAY, JUNE 5, at TWO, a valuable LEASEHOLD GROUND-RENT of £40 a year, in one collection, and abundantly secured upon four capital residences, Nos. 64, 66, 68, and 72, Brownlow-road, Dalston.

## Particulars of

Messrs. TATHAMS, CURLING, & PYM, Solicitors, 3, Frederick's-place, Old Jewry;

and of Messrs. DEBENHAM, TEWSON, & FARMER, Auctioneers, 80, Cheapside.

## SYDENHAM HILL.

By order of Executors.—Very attractive Residential Property, on the summit of the Hill, within a few hundred yards of the Crystal Palace, comprising the family house known as Woodlands, with grounds of about three acres, abutting upon another large residential property, both properties are adorned with old forest trees and shrubs, and together give ample space and complete privacy. Eleven bed and dressing rooms, large drawing and dining rooms, morning room library, and offices, stabling for five horses, coach house, dwellings, for gardener and coachman, pleasure grounds, lawns, sloping banks, winding walks, a wilderness, vineyard, and greenhouse, productive kitchen garden, &c. Held for a long term, at a low ground-rent. With possession.

**MESSRS. DEBENHAM, TEWSON, & FARMER** will SELL the before-mentioned, at the MART, on TUESDAY, JUNE 12, at TWO.

## Particulars of

A. BALDERSTON, Esq., Solicitor, 32, Bedford-row; and of the Auctioneers, 80, Cheapside.

## WHITECHAPEL.

By order of the Executors of the late George Scott, Esq., deceased.—Capital Investments in Freehold Properties, leased for long terms, at rentals of £135 and £50 per annum respectively.

**MESSRS. DEBENHAM, TEWSON, & FARMER**

will SELL, at the MART, on TUESDAY, MAY 29, at TWO, in Lots, the valuable FREEHOLD BUSINESS PREMISES and DWELLING-HOUSES, 61 and 61½, Mansell-street, Goodman's-fields, with yards and sheds in rear, and entrance from Tenement-ground, possessing frontages of about 36ft. 2in. and 55ft. 3in. respectively, by a depth of about 112ft., and covering an area of nearly 4,000 square feet. The whole leased to Messrs. A. Posner & Co., Pipe Manufacturers, for 40 years from 1876, at £135. Also the substantially-erected Dwelling-house and extensive Premises in John-street, Church-lane, Commercial-road-east, having a frontage of about 32ft. by a depth of about 129ft., and covering an area of about 3,900 square feet; leased to Mr. John George, Contractor, for 50 years from 1871, at £50.

## Particulars, with plan, of

Messrs. HILLEARTS & TAYLOR, Solicitors, 5, Fenchurch-buildings; and of the Auctioneers, 80, Cheapside.

## WHITECHAPEL.

The Hogarth Estate.—Valuable Freehold Ground-rent of £24 per annum, with reversion in 25 years to gross rents, at present amounting to £2,000 per annum, secured upon 105 Residences, Shops, Dwelling Houses, including a Public House, and in addition two sets of stabling.

## COMMERCIAL ROAD.

Short Leasehold Property let on lease to the London General Omnibus Company at £130 per annum, and held for a term of which 29 years are unexpired at a Ground-rent of £33.

## FINSBURY PARK.

Desirable Residential or Building Estate, known as Marlborough House, Woodberry Down, held for an unexpired term of 93 years at a Ground-rent of £40 13s.

**MESSRS. TATHAM** have pleasure in announcing that the whole of the above properties were SOLD by them at the MART, Tokenhouse-yard, on the 9th inst.

27, Southampton-buildings, Chancery-lane, May 10th, 1877.

## ESSEX, BRENTWOOD, AND GREAT WARLEY.

## Land tax redeemed.

**MR. THORNE** is instructed to SELL, by AUCTION, at the MART, Tokenhouse-yard, on MONDAY, MAY 28, 1877, at THREE o'clock precisely, the following valuable FREEHOLD PROPERTY, in Essex, comprising twelve acres of desirable Pasture and Arable Land; a range of four brick-built and slated Cottages, situate in the parish of Great Warley; also eight Freehold Cottages; two pieces of Pasture Land, close to and adjoining the town of Brentwood; and a piece of eligible Building Land, situate in the Ongar-road, in the parish of Brentwood, Essex; also twenty-five shares in the Law Life Insurance; and fifty ditto in the Legal and General Life Assurance Societies.

The property may be viewed on application to the tenants, and particulars and conditions of sale obtained of

Messrs. POSTANS & LONDON, Solicitors, South-square, Gray's-inn, London, W.C.;

and at the offices of the Auctioneers, Quadrant-chambers, 33, Regent-street, London, W., and Brentwood, Essex.